



**REQUEST FOR PROPOSAL**

**To**

**Select Service Provider**

**for Procurement and Distribution of**

**Electric Bikes in Assam**

Tender Reference Number	
Issued By	Assam State Transport Corporation (ASTC)
Date of Issue	
Closing Time	
Tender Amount	INR 10,000 Only (Ten Thousand Only)
Contact Person	Shri. Anand Prakash Tiwari, IPS Managing Director (MD) Assam State Transport Corporation Paltan Bazar, Guwahati-8

**Summary of Proposal:**

This Request for Proposal (RFP) is issued by Assam State Transport Department (ASTC) to obtain proposal from Organization / Institution to enter into a contract for distribution of e-bike to meritorious girl students under the Gyan Deepika Scheme of Govt. of Assam.

**Issuing authority**

Assam State Transport Corporation (ASTC). Govt. of Assam. India

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## DISCLAIMER

This RFP is being issued by Assam State Transport Corporation (hereunder called “ASTC” or the “Purchaser”) for inviting bids for selection of an Original Equipment Manufacturer (OEM) to facilitate procurements of E-Bikes along with accessories required , setting up convenient service facilities for girl students who have secured 1st division or above in higher secondary examination that was concluded in the year 2019, under the Gyan Deepika scheme of The Government of India (hereunder “Project”) on such terms and conditions as set out in this RFP document.

The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ASTC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by ASTC to the prospective Bidders or any other person. The purpose of this RFP is to provide Bidder(s) with information that may be useful to them in making their technical proposals and financial offers pursuant to this RFP (the “Bid”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by ASTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ASTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ASTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. ASTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles or restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment,

assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process. ASTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. ASTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that ASTC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and ASTC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ASTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and ASTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the BiddingProcess.

## DEFINITIONS

S.No	Term	Definition
1.	The Corporation	means "The Assam State Transport Corporation" (ASTC) Corporation/ASTC constituted under Road Transport Corporation Act 1950 with effect from 31st March 1970.
2.	Bidder	means an Applicant who is submitting its proposal for providing services to ASTC.
3.	Contract	means the contract signed by the parties and all the attached documents and the appendices including the addendums thereto.
4.	Day	means calendar day.
5.	Proposal	means the complete proposal including Technical Bid, the Commercial Bid, EMD, etc.
6.	RFP	means this "Request for Proposal" prepared by ASTC
7.	E-Bike	A motor operated two-wheeler vehicle that is powered through electricity
8.	Charging Points	Sockets which can be plugged into to charge the battery of E-Bikes
9.	Compatible charging points	The charging pins for the plug that comes along with the E-bike should fit the socket of the charging point that is setup.
10.	Implementing Department	Department of Transport, Assam
11.	Implementing agency	Assam State Transport Corporation (ASTC)
12.	Distributing Agency	Third party vendor who delivers E-bikes to the beneficiary
13.	Beneficiary	All the girl students who secured 1 <sup>st</sup> division and above as per the results announced by AHSEC as on 26th May 2019



The term, Service Provider and bidder have been used interchangeably in the RFP document.

## IMPORTANT DATES

#	Particular	Details
1	Publication of Bid	06 <sup>th</sup> January 2020
2	Start date of issuance of RFP document	06 <sup>th</sup> January 2020
3	Last date for issuance of RFP Document	29 <sup>th</sup> January 2020
4	Last date & time for Submission of Queries	14 <sup>th</sup> January 2020 (5:00 PM)
5	Pre-Bid Conference	18 <sup>th</sup> January 2020 (11:30 AM)
6	Last date for Bid Submission	29 <sup>th</sup> January 2020 (2:00 PM)
7	Date and time for opening of Technical bids	29 <sup>th</sup> January 2020 (4:00 PM)
8	Date and time for opening of Commercial bids	To be Notified

## ABBREVIATIONS

#	Terms	Definition
1.	ATS	Annual Technical Support
2.	A&M	Approach & Methodology
3.	CCN	Change Control Notes/Notice
4.	COTS	Commercial Off The Shelf
5.	CD	Compact Disc
6.	CGST	Central Goods & Services Tax
7.	CV	Curriculum Vitae
8.	DD	Demand Draft
9.	DR	Disaster Recovery
10.	EMD	Earnest Money Deposit
11.	EV	Electric Vehicle
12.	MSA	Master Service Agreement
13.	SP	Service Provider
14.	ESH	Extended Service Hours
15.	IP	Implementation Partner
16.	INR	Indian National Rupee
17.	LoA	Letter of Award
18.	LoI	Letter of Intent
19.	LLP	Limited Liability Partnership
20.	LD	Liquidated Damages
21.	O&M	Operations and Maintenance
22.	OEM	Original Equipment Manufacturer
23.	PBG	Performance Bank Guarantee
24.	PAN	Permanent Account Number
25.	PDF	Portable Document Format
26.	RFE	Request for Empanelment
27.	RFP	Request for Proposal
28.	SGST	State Goods & Service Tax
29.	SOA	Service Oriented architecture
30.	SOW	Scope of Work
31.	SLA	Service Level Agreement
32.	ToR	Terms of Reference
33.	GoA	Government of Assam
34.	Gol	Government of India

# 1 BACKGROUND INFORMATION

Assam State Transport Corporation (“ASTC”), the State owned road transport corporation of Assam, invites responses (“Bids”) to this Request for Proposal (“RFP”) from reputed two wheeler manufacturers / distributing agencies (“Bidders”) for the procurement, distribution and sanctioning of e-bikes to meritorious girl students under the “Gyan Deepika” scheme for the year 2019-2020 in Assam.

## 1.1 Fact Sheet

1.	Bids are invited through <b>e-procurement portal of Government of Assam</b> , from eligible, reputed, qualified Bidders with sound technical and financial capabilities for the procurement and distribution of e-bikes under the scheme “Gyan Deepika” as detailed out in the scope of work under “Project Overview “section of this RFP.										
2.	Any Contract that may result from this RFP will be issued for a term of <b>2 (Two) years</b> .										
3.	ASTC reserves the right, with concurrence of the Bidder, to extend the Term of the Project for a period or periods of up to <b>oneyear</b> on the same terms and conditions, subject to ASTC’s obligations at law.										
4.	<p>The Bidder will download the RFP document(s) from the website <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a>. Amount of <b>INR 10,000</b> will have to be paid to following bank account number of ASTC:</p> <table border="1" data-bbox="446 1102 1250 1270"> <thead> <tr> <th colspan="2">ASTC Bank Account Details</th> </tr> </thead> <tbody> <tr> <td>Name of Bank:</td> <td>State Bank of India</td> </tr> <tr> <td>Name of Payee:</td> <td>Assam State Transport Corporation</td> </tr> <tr> <td>Account Number:</td> <td>10281982321</td> </tr> <tr> <td>IFSC Code:</td> <td>SBIN0001244</td> </tr> </tbody> </table> <p>Snapshot of proof of RFP document fee payment should be attached with the Technical Proposal.</p>	ASTC Bank Account Details		Name of Bank:	State Bank of India	Name of Payee:	Assam State Transport Corporation	Account Number:	10281982321	IFSC Code:	SBIN0001244
ASTC Bank Account Details											
Name of Bank:	State Bank of India										
Name of Payee:	Assam State Transport Corporation										
Account Number:	10281982321										
IFSC Code:	SBIN0001244										
5.	Along with the Bid, Bidders are required to deposit an amount of <b>INR 1 Crore</b> (Rupees One Crore) as Ernest Money Deposit (“EMD”) by means of either (i) Demand draft in favour of <b>Assam State Transport Corporation</b> and payable at <b>Guwahati</b> from any Scheduled commercial bank, or (ii) Bank guarantee in the format prescribed at Appendix I- Form 3										
6.	The eligibility criteria for Bidders are mentioned in the “Evaluation and Qualification Criteria” section of this RFP.										

7.	The contract will be awarded to the bidder with least quote. If any bidder can match the price of L1, then L1 bidder will get 60% of the contract and L2 will get 40% of the contract, else the whole contract will be awarded to L1 bidder. If there is more than one bidder who is willing to match the price of L1, then the remaining 40% of the contract will be distributed proportionately as described in Scope of work of this RFP. Proposals received after the deadline mentioned in this RFP will not be entertained.
8.	On receipt of a Letter of Acceptance (“LoA”) from ASTC, the successful Bidder(s) will furnish a bank guarantee, by way of performance security, equivalent to <b>10% of the corresponding contract value</b> awarded to the service provider(s) on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoA, unless specified to the contrary.
9.	The name, address, and telephone numbers of the nodal officer is:  Managing Director, Shri Anand Prakash Tiwari, IPS Assam State Transport Corporation Paltan Bazaar, Guwahati 781008 Phone: 0361-2739552 Email: <a href="mailto:astc2009@gmail.com">astc2009@gmail.com</a>

## 2 INSTRUCTIONS TO BIDDERS

### 2.1 General

1. While every effort has been made to provide a comprehensive and accurate background information with requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
2. All information supplied by Bidders may be treated as contractually binding on the Bidders.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such prior communication.
5. The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If the Bidder has any doubts/clarifications the Bidder shall, before the last date for submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Purchaser in writing in order that such doubt may be removed, or clarifications are provided.
6. Proposals should be submitted in the English language only
7. Proposals must remain valid for 120 days after the submission date.
8. Technical Bids shall be received by the Purchaser on the e-Procurement portal, [www.assamtenders.gov.in](http://www.assamtenders.gov.in) before the time and date specified in the RFP. Original copy of the EMD and hard copy of Technical Proposal shall also be submitted to:
  - a. **MD, Assam State Transport Corporation, Paltan Bazaar, Guwahati 781008**
9. In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. The Purchaser may, at its discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on e-Procurement portal [www.assamtenders.gov.in](http://www.assamtenders.gov.in).
10. Bids received later than the due time and date mentioned in the RFP will not be considered for this procurement process.
11. Bids received via telex, cable or facsimile will be rejected.

## 2.2 Compliant Proposals / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the Bid may be rejected. Bidders must:

- a) Include all documentation specified in this RFP;
- b) Follow the format of this RFP and respond to each element in the order as set out in this RFP

## 2.3 Eligible Bidders

Bids may be submitted by a Sole Bidder as described below.

### 1. Sole Bidder

- a. The Sole Bidder must be a company, which has the capabilities to deliver the entire scope of work as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other Consortium Bid under this RFP. Sole Bidder should not be a blacklisted entity by any Government Agency.

### 2. Consortium of companies

- a. In case Bidders are bidding as a Consortium:
  - i. Maximum of 2 companies are allowed to come together to form a Consortium, out of which **one partner should mandatorily be an Original Equipment Manufacturer (OEM) of E-Bikes.**
  - ii. Consortium Members should be registered legal entities in India and have signed Integrity Pact as provided in in this RFP
  - iii. The Consortium Members must identify a Lead Bidder among the Consortium Members who will be liable for the entire scope of work under this RFP and risks involved thereof (the liability will be for the entire value of the Contract).
  - iv. As a part of Technical Proposal submitted by the Lead Bidder, the Consortium shall provide an agreement between the Consortium Members clearly stating the roles and responsibilities of each Consortium Member. Lack of clarity in roles and responsibilities in technical proposal may render the bid as non-responsive and may lead to disqualification of bid.
  - v. The Consortium Partner, other than the Lead Bidder, will be liable for the scope of work for which they are responsible for along with the Lead Bidder i.e. liability will

be limited to the value of the specific scope of work; while the Lead bidder will carry the liability for the entire scope of work and risks involved thereof.

- vi. Each entity can be a member of only one Consortium for this RFP.
- vii. All consortium members must be part of the contractual arrangement between themselves before submitting the bid. Executed Consortium agreement needs to be enclosed with technical proposal.
- viii. None of the members of the Consortium should be a blacklisted entity by any Government Agency.
- ix. Any change in the consortium member at a later date should not be allowed for cases where the consortium has benefited from the non-lead bidders credentials/ experience.

## 2.4 Pre-Bid Meeting & Clarifications

### 2.4.1 PRE-BID QUERIES

- a) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) through email, mentioned in the Fact Sheet.
- b) The queries should necessarily be submitted in the following format:

#	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			
6.			

- c) Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

### 2.4.2 RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM

- 1 The Nodal Officer notified by the Purchaser will endeavor to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- 2 At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by a corrigendum.
- 3 The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the [www.assamtenders.gov.in](http://www.assamtenders.gov.in) and emailed to all participants who have sent their queries within specified date and time.
- 4 Any such corrigendum shall be deemed to be incorporated into this RFP.



- 5 In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

## 2.5 Key instructions of the Bid

### 2.5.1 RIGHT TO TERMINATE THE PROCESS

- a) Notwithstanding anything contained in this RFP, the Purchaser reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - I. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
    - i. at any time, a material misrepresentative is made or uncovered, or
    - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
    - iii. Such misrepresentative/ improper response shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Purchaser reserves the right to:
      - a. invite the remaining Bidders to submit Bids in accordance with terms of RFP and or
      - b. take any such measure as may be deemed fit in the sole discretion of the Purchaser, including annulment of the Bidding Process.
  - II. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LoA or entering into of the Agreement, and if the Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the Purchaser to the Bidder, without the Purchaser being liable in any manner whatsoever to the Bidder, as the case may be. In such an event, the Purchaser shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, time,

effort, cost and effort of the Purchaser, without prejudice to any right or remedy that may be available to the Purchaser.

- III. The Purchaser reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Purchaser to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Purchaser thereunder.

## 2.5.2 RFP DOCUMENT FEES

The Bidder will download the RFP document(s) from the website [www.assamtenders.gov.in](http://www.assamtenders.gov.in) . An Amount of **INR 10,000** will have to be paid to following bank account number of ASTC:

ASTC Bank Account Details	
Name of Bank:	State Bank of India
Name of Payee:	Assam State Transport Corporation
Account Number:	10281982321
IFSC Code:	SBIN0001244

Snapshot of proof of RFP document fee payment should be attached with the Technical Proposal.

## 2.5.3 CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact by email or phone.

Name	Email	Contact No.
Shri Hanif Noorani, OSD	astc2009@gmail.com	0361-2739552

Verbal clarifications and information given by ASTC or its employees or its representatives shall not be entertained in any way

## 2.5.4 EARNEST MONEY DEPOSIT (EMD)

- 1 Bidders shall submit an EMD in the form of a demand draft OR bank guarantee (in the format specified in Appendix I: Form 3) issued by a scheduled commercial bank in favour of "Assam State Transport Corporation" payable at "Guwahati" and should be valid for 6 months from the last date of submission of the Bid.

- 2 EMD of all unsuccessful Bidders would be refunded by the Purchaser within 2 months of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III (Form 1).
- 3 The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- 4 Bids not accompanying the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- 5 The EMD may be forfeited in the event of:
  - a. A Bidder withdrawing its Bid during the period of Bid Validity
  - b. A successful Bidder fails to sign the subsequent Contract in accordance with this RFP
  - c. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
  - d. A Bid contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

### 2.5.5 BIDDER'S AUTHORIZED SIGNATORY

A Bid should be accompanied by an appropriate board resolution and power of attorney in the name of an authorized signatory of the Bidder stating that he/ she is authorized to execute documents and to undertake any activity associated with the Bidder's Bid.

In case of a Consortium, the Consortium Members should issue a power of attorney to the Lead Bidder. Each page of the Technical Proposal will be signed by the authorized signatory of the Bidder/all the Consortium Members (in case of a Consortium).

## 2.6 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Purchaser in writing in order that such doubt may be removed or clarifications are provided.

## 3 PREPARATION OF PROPOSAL

- a) Bidders are required to submit the Technical bid in both online (soft copy) and offline (hard copy) mode. The offline documents are to be submitted in a single cover envelope. It should be duly sealed and signed. Also, a scanned copy of these original documents needs to be submitted online as part of the online bid submission.

- b) Bidders should submit their responses as per the formats given in this RFP. Bids needs to be uploaded on the website [www.assamtenders.gov.in](http://www.assamtenders.gov.in).
- c) Commercial proposal (Price Bid) shall be submitted only through online mode.
- d) The Bidder has the option of sending the bid either by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. ASTC shall not be responsible for any delay in receipt of the bid. It should be noted that except online Commercial proposal (Price Bid), no other envelope/ document shall contain any information/document relating to Commercial proposal (Price Bid). Nodal Agency shall not be responsible for premature opening of the Price Bid in case of non-compliance of above.
- e) All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.
- f) The cover of the envelope should clearly indicate the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Bid submission prescribed herein.
- g) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Bid.
- h) The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.

### 3.1 Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

## 3.2 Language

The Proposal should be filled by the Bidder in English language only. For purposes of Bid evaluation, the English translation shall govern.

## 3.3 Proposals received after designated time of submission

- 1 Bids 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 be returned unopened.
- 2 The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 3 The Purchaser shall not be responsible for any postal delay or non-receipt/ non- delivery of the documents. No further correspondence on the subject will be entertained.
- 4 The Purchaser reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

## 3.4 Download ability / Visibility of the uploaded document

The Bidder shall ensure that the Bid uploaded on the e-procurement portal is clearly visible and downloadable.

## 3.5 Format and Numbering of the uploaded document

The Bidder shall ensure that the documents uploaded are correctly numbered so that any specific document can be easily and quickly found using the appropriate serial/page no. All documents shall only be uploaded in the formats mentioned here: PDF, MS Office, Compatibility Mode, and JPEG Format. The unsuccessful opening or download ability of documents which are uploaded in any format other than those mentioned above shall not be entitled for any claim whatsoever.

## 3.6 Issues in uploading document due to internet connectivity

No claims shall be entertained owing to issues of internet connectivity. The Bidders are advised to upload the bid online well in advance of the deadline to avoid difficulties.

### 3.7 Deviations, Exclusions and Assumptions

All deviations, exclusions and assumptions if unavoidable shall be submitted along with technical proposal

## 4 EVALUATION & QUALIFICATION CRITERIA

### 4.1 Evaluation

#### 4.1.1 BID OPENING

The Bids submitted up to the last date and time mentioned in this RFP will be opened on [assamtenders.gov.in](http://assamtenders.gov.in) portal by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafide representatives for attending the opening of the Bid.

ASTC reserves the right to finalize the bid in case only one bid is received.

#### 4.1.2 BID VALIDITY

The Bid submitted by the Bidders should be valid for minimum period of 120 days from the last date of submission of the Bid.

#### 4.1.3 EVALUATION PROCESS

- 1 The Purchaser will constitute a committee to evaluate the Bid of the Bidders ("Proposal Evaluation Committee").
- 2 The Proposal Evaluation Committee constituted by the Purchaser shall evaluate the Bid to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence may lead to the Bidder's Bid being declared non-responsive.
- 3 The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained in this regard.
- 4 The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Bids.
- 5 The Proposal Evaluation Committee reserves the right to reject any or all Bids on the basis of any deviations contained in them.
- 6 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### 4.2 Evaluation Criteria

Bidders who meet the eligibility requirements will be further evaluated for Commercial proposal (Price Quotation). The price quote shall be that of the cost of the entire project including taxes and additional

charges wherever applicable. Bidders may also be required to make a presentation on their technical proposal to ASTC.

#### 4.2.1 PRE-QUALIFICATION (PQ) CRITERIA

S.No	Prequalification Condition	Document Proof Required
	<p>A Bidder may be a single entity or group of entities coming together to submit their Bid (the "Consortium").</p> <p>Sole Bidder or Lead Bidder including its consortium partner, should be incorporated/registered in India under the Companies Act 1956 for at least 3 years* or LLP Act 2008 or the Partnership Act 1932</p> <p>Sole Bidder / Lead Bidder and its Consortium partner should be compulsorily registered with the Service Tax Authorities in India</p> <p>In case of Consortium, other than Lead Bidder maximum of 2 (one) consortium partner is allowed.</p>	<p>Sole bidder shall provide copies of the following:</p> <p>1) Certificate of Incorporation</p> <p>2) CGST/SGST Registration Details</p>
2.	Sole Bidder/Consortium should have an annual turnover of INR 50 Crores or higher in each of the last 2 financial years of 2017-18 and 2018-19	<p>Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate).</p> <p>In case of Consortium, Lead bidder needs to provide the above mentioned documents.</p>
1.	Sole Bidder/Consortium should have a positive net worth in any of the last 2 financial years of 2017-18 and 2018-19	Certificate from the Statutory Auditor of the Single Bidder / Lead Bidder (in case of consortium)
2.	<p>Sole Bidder/ Consortium should have procured and distributed E-scooters to atleast 1 (one) government agency/department/PSU in India in last 2 years before the date of submission of bid.</p> <p>(or)</p> <p>Sole Bidder/ Consortium should have procured and distributed at least 500 E-scooters within India, in last 2 years before the date of submission of bid.</p>	Copy of relevant and valid PO/WO/LOA/Contract within the last 2 years before the date of bid submission



S.No	Prequalification Condition	Document Proof Required
3.	Sole Bidder and the consortium members should not be currently blacklisted or banned by any Govt/Govt Department/ Govt Agency/ PSU in India.	An undertaking duly attested by the notary should be provided by each entity.
4.	Sole bidder/Consortium should have distributor partners or distributor channels providing sale and service of E-Bikes across the entire state of Assam.	Copy of relevant and valid distributors' list and channel partners providing sale and service area coverage across the state of Assam along with self-declaration in the company letter head.

#### 4.2.2 COMMERCIAL PROPOSAL EVALUATION

The Price Quotations of those bidders who qualified the pre-qualification criteria, will be opened on the prescribed date in the presence of bidder representatives and ASTC officials.

The Price Quotation provided by the bidders shall be used for evaluation.

#### 4.2.3 PROPOSAL EVALUATION

Initial Proposal scrutiny will be held and to confirm that Proposals do not suffer from the infirmities detailed below. The proposal will be treated as non-responsive, if a Proposal is found to have been:

- a. Submitted in manner not conforming with the manner specified in the RFP document
- b. Submitted without appropriate EMD as prescribed herein
- c. Received without the appropriate power of attorney
- d. Containing subjective/incomplete information
- e. Submitted without the documents requested in the checklist
- f. Non-compliant with any of the clauses stipulated in the RFP
- g. Having lesser than the prescribed validity period.
- h. The EMD of all non-responsive bids shall be returned to the bidders.

All responsive Bids will be considered for further processing as below. Assam State Transport Corporation (ASTC) will prepare a list of responsive Service Providers, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

## 4.3 Successful Bidder Selection

### 4.3.1 AWARD CRITERIA

- 1 All bidders who have been adjudged by ASTC as having qualified as per pre- qualification criteria mentioned in the RFP shall be eligible for next stage of evaluation.
- 2 In stage two evaluation, the commercial bids of bidders, who qualified the pre-qualification stage will be evaluated.
- 3 The Bidder who quoted lowest price, will be the L1 Bidder and the bidder who quoted second least price will be the L2 Bidder and so on. The L1 quote will be called “**Purchasing Price**”.
- 4 Among the bidders who have submitted their proposal **only L2, L3, L4 will be invited to match the Purchasing price**. The distribution of work for the successful bidders will be awarded part of the contract as below:

S.No	No. of bidders matching the Purchasing Price	Proportion of contract L1 receives (in %)	Proportion of contract L2 receives (in %)	Proportion of contract L3 receives (in %)	Proportion of contract L4 receives (in %)
1.	No bidder other than L1 matches the Purchasing Price	100%	-	-	-
2.	Only One bidder other than L1 matches the Purchasing Price	60%	40%	-	-
3.	Only Two bidders other than L1 matches Purchasing Price	60%	20%	20%	-
4.	Only Three bidders other than L1 matches Purchasing Price	60%	20%	10%	10%

- 5 If none of the bidder is able to match the price of L1 bidder, then the contract for distribution of 100% of the total E-bikes will be awarded to the L1 Bidder.
- 6 The selected bidders will be responsible for distribution of total 10,151 E-bikes (Phase 1) in the FY 2019-20 and another batch of 10,000 E-bikes (if required in Phase 2) in FY 2020-21.
- 7 If found satisfactory, The same bidders in the same proportion under same terms and conditions will receive the order for Phase 2 distribution.

### 4.3.2 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BID(S)

ASTC reserves the right to accept or reject any Bid, and to annul the Bidding Process / public procurement process and reject 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 ASTC action.

### 4.3.3 NOTIFICATION OF AWARD

Prior to the expiration of the validity period, ASTC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process /public procurement process has not been completed within the stipulated period, ASTC, may like to request the bidders to extend the validity period of the bid.

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

### 4.3.4 PERFORMANCE BANK GUARANTEE (PBG)

On receipt of a Letter of Acceptance ("LoA") from ASTC, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to **10% of the corresponding contract value** awarded to the service provider(s) on or before the signing of the subsequent Contract, typically within 15 (fifteen) days from notification of the LoA, unless specified to the contrary.

In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, ASTC may at its sole discretion cancel the LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Appendix IV (Form-2). The successful Bidder shall ensure, the Performance Guarantee is valid for entire period of contract, from the date of signing of agreement and during the term of the subsequent Contract (any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

ASTC may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

### 4.3.5 SIGNING OF CONTRACT

Upon the Successful Service Provider complying the terms and conditions of the LoA, the service provider's agreement shall be signed between the successful bidder(s) and the authority. The terms and conditions of this tender shall constitute the major part of the agreement. Such agreement may

have all correspondence (to be discussed and agreed upon separately) between authority and the successful bidder and additional clauses and/or provisions that further explain or clarify provisions of this RFP or certain provisions which Authority may be required to include as per law or being a publicly owned institution, as per its practices. ASTC hereby reserves the right to modify the terms of the service provider agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Gyan Deepika service provider agreement and the successful bidder shall commence the project on receipt of Letter of Acceptance (LoA). The signing of the service provider agreement shall be completed such time as the Authority may specify.

Any and all incidental expenses of execution of the service provider agreement shall be borne by the successful bidder including cost of stamp duty, registration charges and any other incidental costs and charges relating to the agreement.

#### **4.3.6 FAILURE TO AGREE WITH TERMS AND CONDITION OF RFP**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ASTC may award the contract to the next best value bidder or call for new proposals from the interested bidders.

#### **4.3.7 LAWS GOVERNING THE CONTRACT**

This contract shall be governed and interpreted in accordance with the laws of India and the rules of Government of Assam. The Courts of Assam or the place where the contract is to be performed shall have exclusive jurisdiction over all matters arising out of or in respect of the contract.

#### **4.3.8 DISPUTE RESOLUTION & ARBITRATION**

The Service Provider and the Purchaser shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

1. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
2. The matter will be referred for negotiation between Nodal Officer of Purchaser and the Authorized Official of the Service Provider. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in "Guwahati" and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996

or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at “Guwahati”. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at “Guwahati” alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Service Provider shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### 4.3.9 AWARD OF CONTRACT

1. Based on the price quoted by the bidders, ASTC shall arrange the bids in the ascending order i.e. L1, L2, L3, \_\_\_ and so on (L1 being the lowest quote).
2. The Bidder who has submitted the lowest Price Quote shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
3. The Bidder who quoted lowest price, will be the L1 Bidder and the bidder who quoted second least price will be the L2 Bidder and so on. The L1 quote will be called “**Purchasing Price**”.
4. Among the bidders who have submitted their proposals **only L2, L3, L4 will be invited to match the Purchasing price**. The distribution of work for the successful bidders will be awarded part of the contract as below:

S.No	No. of bidders matching the Purchasing Price	Proportion of contract L1 receives (in %)	Proportion of contract L2 receives (in %)	Proportion of contract L3 receives (in %)	Proportion of contract L4 receives (in %)
1.	No bidder other than L1	100%	-	-	-

	matches the Purchasing Price				
2.	Only One bidder other than L1 matches the Purchasing Price	60%	40%	-	-
3.	Only Two bidders other than L1 matches Purchasing Price	60%	20%	20%	-
4.	Only Three bidders other than L1 matches Purchasing Price	60%	20%	10%	10%

- 5 If none of the bidder is able to match the price of L1 bidder, then the contract for distribution of 100% of the total E-bikes will be awarded to the L1 Bidder.
- 6 The selected bidders will be responsible for distribution of total 10,151 E-bikes (Phase 1) in the FY 2019-20 and another batch of 10,000 E-bikes (if required in Phase 2) in FY 2020-21.
- 7 If performance of the Service Providers is found satisfactory, The same bidders in the same proportion under same terms and conditions will receive the order for Phase 2 distribution.
- 8 If the performance is not found satisfactory, the Work Order for Phase 2 will be revised as per ASTC's discretion.

## 5 PROJECT OVERVIEW

### 5.1 Project Background

Assam State Transport Corporation (ASTC), a State Government undertaking and one of the premier public enterprises of the State with its headquarter in Guwahati, is mainly providing effective and secure public transport system.

ASTC has taken multiple steps to improve the current operating module and infrastructure to match up with the ever growing demand in the state of Assam and thus keeping the same endeavor, would like to introduce and utilize the modern day advanced tools, technology and techniques to further improve the quality of services. It envisages providing a world-class operational system for managing the transport system for a better and reliable passenger services as well as increase in revenue.

The current RFP is to utilize the fund allocated from State Government for the purpose of distributing E-bikes to top 10,000 girl students in HSE exam 2019. If the need arises to distribute the E-bikes under the Gyan Deepika scheme in FY 2020-21, then the contract shall be extended to the onboarded vendors under the current RFP.

Hence there will be two work orders under this RFP for distribution of 10,000 E-bikes in FY 2019-20 and another 10,000 E-bikes in the FY 2020-21, if the performance of the vendor is found satisfactory and subject to budget approval.

### **Gyan Deepika scheme**

Assam Government in Budget Speech 2019-20, Gyan Deepika, under para 52 has made the following announcement to support girl students-

*“We are fully committed to the cause of female education and one of the ways in which we can encourage female education is by helping them in smoothly commuting to their places of study. It is equally important that we remain conscious of the environmental impact of transport and commute while introducing any new initiative. In this regard, I am happy to inform this August House that for the Financial Year 2019-20, we are introducing a scheme to provide battery operated “e-bikes” to all girl students who secure 1st division or above in their higher secondary examinations for commuting to their places of higher studies. This will not just save precious time and facilitate a smoother commute to their places of study, will also empower our girls. This initiative will also promote environment friendliness. I have earmarked a sum of Rs. 25 crore for the same under the Transport Department.”*

The key objective in providing E-Scooters to the meritorious girl students is to encourage female education in the State. This initiative will have multi-dimensional benefits such as:

- ❖ **Social Benefit:** By selecting meritorious girl students as the beneficiary, the government will induce a sense of motivation among the students to put more effort in their education.  
  
It also aims to improve mobility of girl students and provide improved access to health and education facilities.
- ❖ **Environmental Benefit:** With the introduction of E-scooters to the college going students, there will be a demand created for the E-Scooters market. This will help the state in reducing pollution from two wheelers.

The eligibility criteria for a person to avail the benefit of e-bikes under Gyan Deepika Scheme are as below:

1. Should be a Female student
2. Should have secured 1st division or above in the Higher secondary examination conducted by Assam Higher Secondary Education Council as per the results announced in 2019
3. Students securing marks 341 or above will be considered in the top 10,000 beneficiary list.

In this context, Assam State Transport Corporation (ASTC) has been appointed by the Department of Transport, Assam, as the Implementing Agency (IA) to execute the scheme effectively.

CATEGORY	DESCRIPTION
PARENT DEPARTMENT	Department of Transport
IMPLEMENTING DEPARTMENT	Assam State Transport Corporation
VALIDITY OF SCHEME	Current FY of 2019-2020 (1 Year)

## 5.2 Detailed Scope of Work

According to the Gyan Deepika scheme, there are in all, over ten thousand number of beneficiaries. Under this project, for which tender is being called out, the service provider should provide following services –

1. Document verification, validating the identity and eligibility of the beneficiary, to whom the E-bikes are being delivered.
2. Facilitation of Delivery cum service Centers across state of Assam, for easy distribution of vehicles to the beneficiaries.
3. Publicize the scheme to the target audience, so as to attract more beneficiaries to avail the entitlement.
4. Get registration and insurance process done for E-bikes being delivered before handing over the E-bikes to the rightful owner.
5. Provide E-scooters, bearing the specification mentioned in this RFP, to all the eligible beneficiaries that the SP is responsible for.
6. Provide necessary accessories/equipment required for charging the E-scooters.
7. Compilation of report on all the deliveries made, with supporting documentary proofs.
8. Maintenance support for minimum of 2 years for all the E-scooters provided along with helpline assistance in case of grievances related to E-bike delivery.

Following support will be provided by the Implementing Agency:

- Provide list of beneficiaries after consultation with Department of Education, Assam.
- Assist in organizing ceremonial launch events in districts of Assam, so as to make the beneficiaries aware of their entitlement, with support of Government of Assam (GoA).
- Settlement of invoices for Bill payment to the Service Provider.
- Assist in grievance redressal for the issues raised by beneficiaries related to eligibility.



- In case of any grievances, either for E-bike distributor or the beneficiary, the victim should report the problem to ASTC via Email or helpline number. A dedicated person will be made in charge, to oversee the grievances and their timely resolutions.

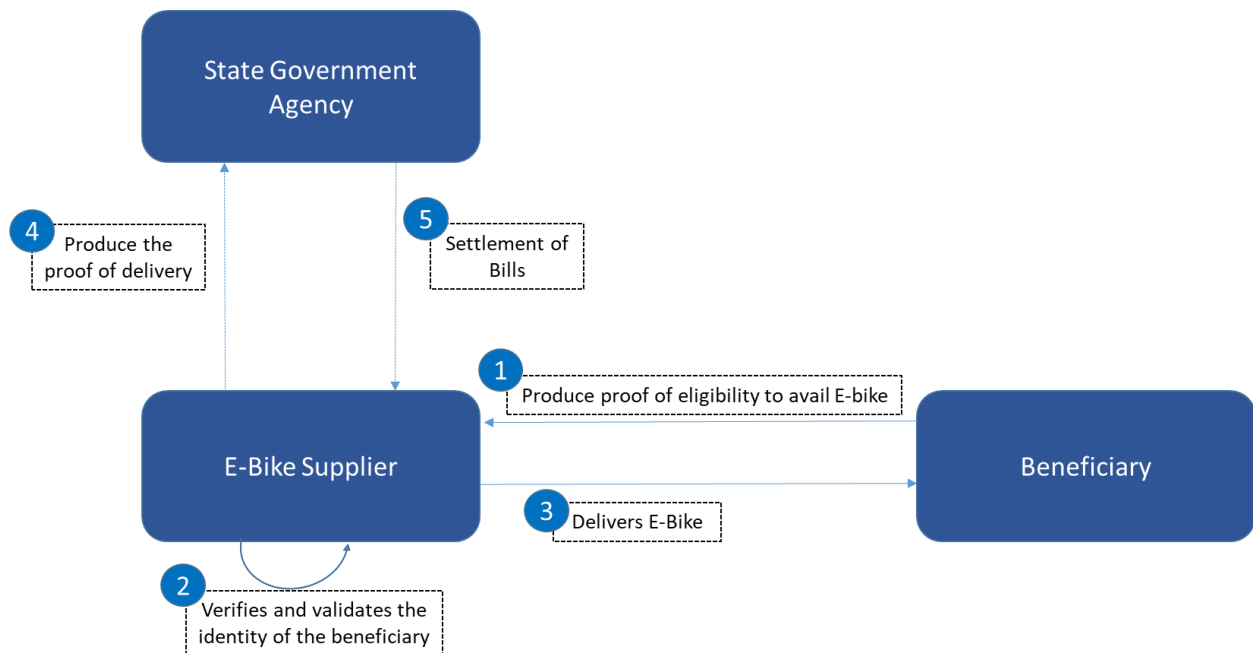
## 5.2.1 IMPLEMENTING MECHANISM

The Service provider will be given a list of beneficiaries by the Implementing Agency to whom the E-bikes needs to be distributed to.

Among the bidders who have submitted their proposals **only L2, L3, L4 will be invited to match the Purchasing price**. The distribution of work for the successful bidders will be awarded part of the contract as below:

S.No	No. of bidders matching the Purchasing Price	Proportion of contract L1 receives (in %)	Proportion of contract L2 receives (in %)	Proportion of contract L3 receives (in %)	Proportion of contract L4 receives (in %)
5.	No bidder other than L1 matches the Purchasing Price	100%	-	-	-
6.	Only One bidder other than L1 matches the Purchasing Price	60%	40%	-	-
7.	Only Two bidders other than L1 matches Purchasing Price	60%	20%	20%	-
8.	Only Three bidders other than L1 matches Purchasing Price	60%	20%	10%	10%

The diagram below encapsulates the roll-out implementation mechanism of the E-bike distribution.



The Service Provider (SP), who has been awarded the contract based on this tender, will be provided with list of beneficiaries. The procedure for distributing the bikes is described below:

- 1) The beneficiary, will produce all the documents required to prove her identity and eligibility, at the established distribution center of the SP. The Beneficiary should produce following documents at the retail outlet:
  - a. Valid Photo identity (Valid Hall ticket + any government recognized photo identity) - to verify if, it is the right person to who the vehicle will be disbursed
  - b. Valid address proof ( any government recognized address proof) – to note the address to which E-bike has to be delivered
  - c. Acknowledgement letter confirming the entitlement from Implementing agency or any other nominated agency – to make sure that there is no duplicacy in distribution.
- 2) After validating the authenticity of the documents and capturing the biometric finger print data of the beneficiaries by the SP, the bike will be booked under the beneficiary’s name.
- 3) In case, the bike is not readily available in the outlet, the vehicle needs to be delivered to the address given by the beneficiary.
  - a. Annual Maintenance Contract (AMC) of minimum 2 (two) years should be provided by the OEM, to meet any exigency regarding repair/maintenance of the e-bike.
- 4) The SP records all the deliveries that were made under the scope of the project and consolidate into delivery report on fortnightly basis. The SP at the time of raising monthly invoice, shall submit the delivery report along with proofs of delivery, and status of remaining beneficiaries, to ASTC.

- 5) Nodal Officer from ASTC after validation of invoice, delivery report and submitted proofs, settles the bills discounting for penalties, if any.

## 5.2.2 BENEFICIARY GUIDELINES

The list of documents to be submitted by a beneficiary to the concerned authority are as below:

1. Admit Card of Higher Secondary Examination for which the results were declared in the year 2019.
2. Proof of passing Higher Secondary Education in 1st division with score of above 341 marks.
3. Address proof of the person availing the benefit.
4. Acknowledgement letter confirming the entitlement from Implementing agency or any other nominated agency – to make sure that there is no duplicacy in distribution.

The documents submission procedure for beneficiaries, in case of adoption of Implementation Mechanism is outlined below:

- 1) Beneficiary should fill the application form, that is to be made available on the Implementing agency's website, and submit to the nodal officer nominated for the purpose. Beneficiary will be given an acknowledgement letter conforming beneficiary's entitlement.
- 2) Hardcopies of the supporting documents along with acknowledgement letter, should be submitted in person at the authorized distribution center.
- 3) After document verification and biometric capture, the distributor will deliver the E-bike to the address mentioned by the beneficiary.
- 4) In case of any grievances, authorized department should be intimated of the problem via E-mail.

## 5.2.3 ROLE OF SERVICE PROVIDER

The SP must provide the following to each beneficiary after capturing their biometric finger print data and validating their identity:

1. One(1) unit of e-bike
2. Necessary charging equipment that is compatible with the E-bike model.
3. Registration Certificate and the number plate for the E-bike
4. Insurance for the E-bike
5. User manuals and Safety guidelines for effective utilization of e-bike at home locations.

The verification of the beneficiaries rests solely on the SP and is subject to investigation or audit by ASTC. In case of any issues related to the eligibility of the beneficiary, will be resolved through the grievance redressal officer appointed by ASTC for the purpose.

Considering the age group of the beneficiaries to be between 17-18 years female, it is very important to provide them adequate training and guidance for road safety, e-bike safety, parking guidelines, handling

and maintenance guidelines. It is also emphasized to the SP to provide the beneficiaries with assistance on how to charge their e-bikes at their home.

#### 5.2.4 DELIVERY DURATION

The beneficiaries can avail the benefit of the scheme till 31<sup>st</sup> March 2020. Post the date, the fund allotted for the scheme lapses, until unless there is any extension provided by the Government of Assam.

The Service Provider (SP) within **four months from the date of issuance of LoA**, should complete all the deliveries, for the bookings registered by beneficiaries, on or before 31<sup>st</sup> March 2020.

Since the time the order is placed by the beneficiary, till the time the Bike is delivered to the rightful owner by the Service Provider, the gestation period in any case, should not exceed 4 weeks including the registration of the vehicle.

#### 5.2.5 DELIVERY LOCATION

The beneficiaries of Gyan Deepika Scheme are the top 10,000 female students who completed their HSEC from the colleges situated in the State of Assam. Hence, SP is expected to have strong presence in major districts of Assam for effective delivery the E-Bikes within stipulated timelines.

#### 5.2.6 MONITORING AND REVIEW MECHANISM

Following mechanism will be adopted to ensure all eligible beneficiaries receive the benefit of the scheme:

- 1) A list of beneficiaries will be prepared and submitted by Department of Education, Assam to the Implementing agency.
- 2) SP will submit report of all beneficiaries in the list, to whom E-bikes have been delivered duly certified by District authority of Education Department (Inspector of School), to the Implementing department.
- 3) Audits at regular intervals of time will be conducted by Implementing Agency or its nominated agency to rule out any inefficiencies.

#### 5.2.7 GRIEVANCE REDRESSAL

In case of any grievances, either for E-bike distributor or the beneficiary, the victim should report the problem to the implementing department via Email or helpline number provided. A dedicated person will be made in charge from the implementing department, to oversee the grievances and their timely resolutions.

In case of any issues/grievances related to the E-bike or its delivery should be resolved by the Service Provider through their dedicated helpline support.

## 5.3 Project Deliverables and Timelines

S.No	Activity/Task	Deliverable	Timeline
1	Letter of Award(LOA)	Copy of LOA	Project Start Date = T
2	Project Kick-off Meeting	Minutes of the Meet	T + 3 days
3	Signing of Contract	Copy of Contract	T + 2 weeks
4	Public Notification announcing the launch of scheme	Compilation of all Media announcements	T + 4 weeks = T2
5	Receiving of orders from beneficiaries at all distribution centres	Fortnightly Report on beneficiaries availing the benefit with tentative dates of delivery	T2 +3 months
6	Complete registration process for E-bikes that needs to be delivered	Compiled list of E-Bikes and their RC numbers	
7	Beneficiary identityverification and distribution of E-Bikes	Fortnightly Delivery Report, Proof of delivery	
8	AMC support for all delivered vehicles		T2 + 52 months

Subject to the Budget announcement 2020-21 related to E-bike distribution and satisfactory performance of the onboarded vendor, The order for distribution of next 10,000 E-Bikes in the FY 2020-21, shall be released post announcement of the HSE 2020 results subject.

## 5.4 Payment Schedule

S.No	Activity/Task	Frequency of Payment	Payment Amount
1.	Upon Delivery of E-Bikes	Monthly Settlement	80% of the cost of E-Bikes distributed
2.	End of Year 1 from the date of LoA	Annual Settlement	10% of the cost of E-Bikes distributed
3.	End of Year 2 from the date of LoA	Annual Settlement	10% of the cost of E-Bikes distributed

The payment cycle will be monthly and will be subjected to completion of invoice submission by the SP and complete verification by ASTC.

All costs of end to end implementation, operation, maintenance and support of the e-bike distribution at the implementation phase will be borne by the selected SP.

### 5.4.1 PAYMENT TERMS

Service Provider (SP) can earn revenues upon fulfillment of the following criteria:

1. Deliveries of e-bikes along with necessary licenses and charging equipment, to the beneficiaries
2. Providing the necessary documentation of successful deliveries
3. Submission of GST invoice of the amount.
4. Document supporting the agreement of Annual Maintenance Contract (AMC) of 2 (two) years to meet any exigency regarding maintenance of the e-bike with the respective beneficiaries.

Additionally the service provider shall also make sure to comply with following terms:

1. Payment is made against the invoices raised for distributed vehicles processed on monthly basis.
2. In the event of failure of the SP to meet the service level defined in the Service Level Agreement, ASTC would calculate a financial sum and debit the same against the invoice raised. Such sum deducted will be determined in accordance with the terms of the Service Level Agreement.
3. Except as otherwise provided for herein or as agreed between the parties in writing, ASTC shall not be required to make any payments in respect of the Services other than those covered by the scope of this project.
4. SP will have to submit proof of having completed all delivery milestones to ASTC for its sign-off. ASTC shall make payments based on due diligence of submitted reports.

## 5.4.2 INVOICING AND SETTLEMENT

1. The Service Provider will submit its invoices in accordance with the following principles:
  - a. The monthly invoices should bear only 80% of the cost of E-bikes delivered for the month
  - b. At the end of year 1 from date of LoA, the invoice should bear 10% of cost of E-Bikes delivered for the period.
  - c. At the end of year 2 from the date of LoA, the invoice should be 10% of the cost of E-Bikes delivered for the period.
  - d. Generally and unless otherwise agreed in writing between the parties or expressly set out in the MSA(to be signed later), the SP shall raise an invoice after getting sign-off from ASTC for agreed amount (including SLA adjustment if any).
  - e. The invoice shall be submitted along with the necessary approval / signoff / acceptance / certification provided by the concerned parties for the respective Deliverables, failing which ASTC reserves the right to reject the invoices.
  - f. Along with the invoice, the SP is required to submit the Deliverables linked with the payment in softcopy and hardcopy formats, as applicable failing which ASTC reserves the right to reject the invoices.
  - g. Any invoice presented in accordance with this Schedule shall be in a form agreed with ASTC.
2. Invoices shall be accurate and all adjustments (if any) to payments to be made to the SP shall be applied to the next payment invoice of the SP.
3. Payment for invoices shall be made preferably within 60 days of the receipt of correct and valid invoice by ASTC, which has to be after completion of the said activities, and after obtaining the signoff from ASTC for the required Deliverables and is subject to penalties/ adjustments based on the SP's performance. The penalties are imposed on the SP as per the SLA criteria. In case penalties are incurred by the SP, the same shall be adjusted in the payment towards invoices.

## 5.4.3 ADDITIONAL COSTS

1. ASTC shall make payments to the SP at the times and in the manner set out in the Payment Terms, subject always to the fulfillment by the SP of the obligations herein.
2. All payments shall be made after adjustments required for any SLA based penalties.
3. No invoice for extra work / charge order on account of change order will be submitted by the SP unless the said extra work / change order has been authorized / approved by ASTC in writing in accordance with Change Control Schedule as agreed MSA(to be signed later).
4. ASTC shall make payments after withholding tax deductible at source as appropriate.
5. The prices should be mentioned without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities

proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately. For the project bid, the SP is expected to take into account all taxes (except Service Tax).

#### 5.4.4 CURRENCY OF PAYMENT

Payment shall be made in Indian Rupees only.

#### 5.4.5 TAXES AND STATUTORY PAYMENTS

1. All relevant taxes would be considered for reimbursement on actuals as per ASTC's discretion and prevailing Government Laws.
2. The SP shall bear all personal / income taxes levied or imposed on its staff, vendor etc. on account of payment received under the contract. The SP shall bear all income/corporate taxes, levied or imposed on the SP on account of payments received by it from ASTC for the work done under the contract.
3. ASTC or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the SP wherever applicable. The SP shall pay for all other taxes, duties or levies in connection with the MSA(to be signed later), SLAs, and any other Project Engagement Definition including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies.
4. GST on Services which will be paid extra by ASTC as per the prevailing rates.
5. In the event of any increase or decrease of the rate of GST on Services, the consequential effect shall be to the account of ASTC.
6. In the event of any increase or decrease of any other tax, levies, currency exchange rates etc. due to any statutory notification(s) during the term of the MSA (to be signed later), the consequential effect shall be to the account of the SP.
7. Since the Supplementary Revenues from Advertisement shall be collected by SP and SP alone shall be liable for all related taxation for this amount.

#### 5.4.6 LIQUIDATED DAMAGES

1. In addition to the penalty as mentioned in the SLA, liquidated Damages will be levied on the SP, in the event of the SP:
  - a) Failing to meet the milestones provided for in the MSA,
  - b) Failing to perform the responsibilities and obligations as set out in MSA to the complete satisfaction of ASTC or any of its nominated agencies,



2. ASTC shall be entitled without prejudice to its other rights and remedies, to deduct from the price payable to the SP and also to encash the Performance Bank Guarantee, provided the total amount recovered does not exceed the Total Contract Value, whichever is higher.

## 6 FRAUD AND CORRUPT PRACTICES

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Bidding Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, time, cost and effort of the Purchaser, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
2. Without prejudice to the rights of the Purchaser and the rights and remedies which the Purchaser may have under the [LOI] or the [Agreement], if a Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a. “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected

with the Bidding Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

- b. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Bidding Process;
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 7 CONFLICT OF INTEREST

1. A Bidder shall not have a conflict of interest that may affect the Bidding Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, and as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
2. The Purchaser requires that the Service Provider provides solutions which at all times hold the Purchaser's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. The Bidder, its Consortium Member or Associates (or any constituent thereof) and any other Bidder, its Consortium Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Consortium Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Consortium Member or Associate, as the case may be) in the other Bidder, its Consortium Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:*
- b. Where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- c. A constituent of such Bidder is also a constituent of another Bidder; or
- d. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- e. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information with regard to this RFP, or to influence the Bid of either or each of the other Bidder; or
- f. There is a conflict among this and other software solution and services assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service Provider will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Service Provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g. A firm hired to provide software solution and services for the implementation of a project, and its Consortium Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

4. A Bidder eventually appointed to implement the Solutions for this Project, its Associates, affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

## 8 TERMINATION

1. ASTC may, terminate this contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - I. Where ASTC is of the opinion that there has been such Event of Default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
  - II. Where it comes to the ASTC's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the Tender or this Contract.
  - III. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, ASTC shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
  - IV. **Termination for Insolvency:** ASTC may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
  - V. **Termination for convenience:** ASTC may at any time terminate the Contract in whole or in part for convenience by giving written notice of sixty (60) days to the bidder. In the event of termination under this para (e), the financial payments, if any, to be paid to the bidder shall

- be either mutually decided between the Parties or through third party determination/ arbitration at that point of time.
2. In the event of termination of this Contract by the Purchaser before the expiry of the term, the Bidder shall be given a period of 30 days to demobilize itself.
  3. The Bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice of at least 3 months in advance indicating its intention to terminate the Contract or as mutually agreed to by both the parties.

## Appendix 1: Technical Cover

1. The Technical Bid Envelope enclosed shall be required to be super scribed as “Selection of Service Provider for procurement of Two Wheeler under Gyan Deepika Scheme (Technical Proposal)” along with the name of the company/firm offering the proposal.
2. Affix Rs. 25/- (Rupees Twenty Five Only) Non-refundable revenue stamp.
3. Compliance to Points referred under Eligibility Criteria & Terms and Conditions.
4. Attested copy of a Cancelled Cheque of the Firm clearly indicating Bank Name, Account Number, Branch, IFSC Code.
5. Tender applications not accompanied with documents in support of credentials of tendering firm shall not be considered and will be rejected.
6. The Tender document in original should be signed by the tenderer or his authorized representative along with seal on each relevant page. All corrections and over-writings must be initialed by the tenderer or his authorized representative. Every page is requested to be page marked; the bidders are advised to keep a photo copy (at their own cost) of the bid document for their own reference.
7. An Affidavit to be submitted on Non-Judicial Stamp paper attested by Public Notary that there is no vigilance / CBI Case or arbitration case pending.
8. Bidders contact details along with names of the Proprietor/ Director, Address, Telephone & Fax Numbers, E- mail Id, Bankers and Bank Account Number to be furnished as prescribed in Annexure IV.
9. Bid Security/Earnest Money Deposit (EMD) amounting to Rs. 1,00,00,000/- (Rupees Onecrore only) for E-Bike in the form of Banker’s Cheque/ Demand Draft/ Bank Guarantee of a Scheduled bank in favor of the Managing Director (MD), Assam State Transport Corporation, Assam payable at Guwahati (Refundable).
10. Joint Ventures or Consortium in the form of Associations will be permissible. In such cases, a MOU of association between the Parties has to be clearly submitted in writing.

Managing Director (MD)

Assam State Transport Corporation

# Form 1: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide for E-bikes to the Purchaser on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <120> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

## Form 2: Particulars of the Service Provider

#	Information Sought	Details to be Furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Name of the Proprietor/ Director	
4	Bankers & Bank Account No	
5	Address (Administrative Regd. Office)	
6	Year of Establishment	
7	Date of registration	
8	Nature of Activity	
9	GST / Sales Tax Registration No	
10	ROC Reference No.	
11	Details of company registration	
12	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
13	Details of previous projects in distribution of E-Bikes	



# Form 3: Bank Guarantee for Earnest Money Deposit

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to Assam State Transport Corporation (ASTC)

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Assam State Transport Corporation (ASTC) (hereinafter called "the Purchaser") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- 1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - a) Withdraws his participation from the bid during the period of validity of bid document; or
  - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- 1) Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
  - a) This Bank Guarantee shall be valid up to <<insert date>>)
  - b) 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

## Form 4: Undertaking / Letter of acceptance

To,

Shri. Anand Prakash Tiwari, IPS

Managing Director (MD)

Assam State Transport Corporation

Paltan Bazar, Guwahati-8

**Subject: Tender for Procurement and distribution of E-Bikes**

- 1) I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the Tender document without any change, reservations and conditions.
- 2) I/We have carefully examined and conform to all the parts of the Tender documents and have obtained all the requisite information affecting this proposal and am/are aware of all conditions and difficulties likely to affect the execution of the agreement.
- 3) I/We hereby propose to implement the procurement as described in the Tender document in conformity with the conditions of agreement and the technical aspects as indicated in this Tender.
- 4) I/We declare that our Firm/ Enterprise/ Unit has never been involved in any kinds of frauds.

Place:

Date:

Signature of the Tenderer

## Form 5: Annual Turnover

Name of the Firm / Establishment: \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

Annual turnover for the last : \_\_\_\_\_

three years ( in INR)

\_\_\_\_\_

Financial Year	Turnover (Rupees in Lakhs)	Trading A/c, Profit & Loss A/c, Balance Sheet Authenticated by Chartered Accountant
2016-17		Attached / Not Attached
2017-18		Attached / Not Attached
2018-19		Attached / Not Attached

Date:

Signature of CA

The statement should be furnished on CA letter head

## Form 6: Technical cum Compliance Specification

Sl	Name	Technical Specs quoted by bidder	Deviation if any
1	<b>Description:</b>		
	<b>Battery Specification</b>		
	<b>Battery Type</b>		
	<b>Speed</b>		
	<b>Motor Power</b>		
	<b>Charging Time</b>		
	<b>Mileage</b>		
	<b>Tyre Size</b>		
	<b>Tyre type</b>		
	<b>Self-Start</b>		
	<b>Gear Type</b>		
	<b>Accessories: Complete with all standard fittings and necessary spares including helmets(BSI compliant)</b>		
	<b>ARAI Certified, BS-IV or above Compliance Certificate.</b>		
<b>Warranty: 3 years</b>			
2	<b>Documentation:</b>		
	<b>User/Technical/Maintenance manuals to be supplied in English.</b>		
	<b>Operation manual, service manual, spare parts list/tools</b>		

**Note:** The core parts /accessories should be from the same manufacturer.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

## Form 7: Integrity Pact

### 1. General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ Day of the month of \_\_\_\_\_ 20....., between on one hand the Assam State Transport Corporation (ASTC) acting through Shri A. P Tiwari, Managing Director (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_ represented by Shri \_\_\_\_\_ (hereinafter called the "Bidder(s)/Contractor(s)" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

**Whereas** the Principal/Owner proposes to procure goods and services pertaining to the tender titled "**Select Service Provider for Procurement and Distribution of Electric Bikes in Assam**" through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

**Whereas** the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the **Assam State Transport Corporation** performing its functions on behalf of the **Government of Assam**.

**Now, therefore,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/Services/Stores/Equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during bidding, execution & public procurement,

**And**

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also

abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

## **2. Commitments of the Principal/Owner**

- 2.1. The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2. The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).
- 2.3. All the officials of the Principal/Owner will report to the Chief Vigilance Officer cum Statistical Officer, ASTC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the Chief Vigilance Officer cum Statistical Officer, ASTC with full and verifiable facts and the same is prima facie found to be correct by ASTC, necessary disciplinary

proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the ASTC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the ASTC the proceedings under the contract would not be stalled.

### **3. Commitments of Bidder(s)/Contractor(s)**

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or for bearing to door having done any act in relation to the obtaining or execution of the contract or any other contract with the **ASTC** for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the **ASTC**.
- 3.3. Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/ representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
- 3.4. Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
- 3.5. The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract



negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connectionwiththecontractandthedetailsof servicesagreeduponforsuchpayments. A copy of contract so made with agents /brokers/intermediaries shall besubmitted.

- 3.6. The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bidevaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bidprocess.
- 3.7. The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegalactivities.
- 3.8. The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s)alsoundertakestoexercisedueandadequatecarelestany such information isdivulged.
- 3.9. The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by**ASTC**.
- 3.10. The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentionedabove.
- 3.11. IftheBidder(s)/Contractor(s)oranyemployeeoftheBidder(s)/Contractor(s)orany person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the sameshallbedisclosedbytheBidder(s)/Contractor(s)atthetimeoffilingofbid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter intoany

monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

- 3.13. It is mandatory for the bidders/contractors to sign the I.P. The bid of bidder/contractor to do not sign the I.P. shall not be considered. Details of IEMs (Independent External Monitor) is as under:-

1. Mr. Hanif Noorani, [hanif\\_noorani@yahoo.co.in](mailto:hanif_noorani@yahoo.co.in)

2. Mr. Balin Das, [ce.ant.astc@gmail.com](mailto:ce.ant.astc@gmail.com)

In case of any grievances about the bid, the same may be sent to IEM/Vigilance of **ASTC** with the name address of the sender.

#### **4. Previous Transgression**

- 4.1. The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or **ASTC** that could justify Bidder(s)/Contractor(s) exclusion from the bidding process.
- 4.2. The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the bidding process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

- 5.1. Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner

shall not be required to assign any reasontherefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to theBidder(s)/Contractor(s).
- (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder(s)/Contractor(s) form a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) form the Principal/Owner in connectionwithanyothercontractforanyotherstores,suchoutstandingpaymentcould also be utilized to recover the aforesaid sum andinterest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnishedbytheBidder(s)/Contractor(s),inordertorecoverthepayments,alreadymade by the Principal/Owner, along withinterest.
- (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s)shallbeliabletopaycompensationforanylossordamagetothe Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable form the money(s) due to the Bidder(s)/Contractor(s).
- (vii)To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the**ASTC** foraperiodrangingfromsixmonthstomaximumthreeyears.Howeverifthe bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can bereviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing thecontract.
- (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner

to forfeit the same without assigning any reason for imposing a sanction for violation of this Pact.

- 5.2. The Principal/Owner will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to the Managing Director, ASTC for further action after providing an opportunity and hearing to the affected parties.

## **6. Independent External Monitors**

- 6.1. The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.
- 6.2. The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 6.3. The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5. As soon as the IEMs notice, or have reason to believe a violation of this Pact, they shall so inform to **Managing Director, ASTC.**
- 6.6. The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided

by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.

6.7. The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8. The IEMs will submit a written report to the **Managing Director, ASTC** within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

#### **7. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **8. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

#### **9. Other Legal Actions**

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to

any civil or criminal proceedings and Jurisdiction in case of dispute between the parties if any shall be newDeficiency.

**10. Validity**

- 10.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.
- 10.2. Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The parties hereby sign this IntegrityPactat\_\_\_\_\_on\_\_\_\_\_ Principal/Owner

Bidder(s)/Contractor(s) Name of the  
Officer,

Chief Executive Officer Designation

**ASTC**

Witness

1. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended / deleted in line with the policy of The Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

## Appendix 2: Financial Cover

1. The Financial Bid Envelope enclosed shall be required to be super scribed as “Selection of Service Provider for procurement of Two Wheeler under Gyan Deepika Scheme (Commercial Proposal)” along with the name of the company/firm offering the proposal.
2. The bidder shall give the total composite price indicative in Indian Rupees(INR) inclusive of all levies, taxes, forwarding, freight, vehicle registration and insurance (if any), transport insurance etc.
3. The price quoted by the bidder shall remain fixed and shall not subject to any variation. A bid submitted with an adjustable price quotation will be treated as non-responsive and be rejected.
4. The price quoted shall be provided separately under the Financial Bid enclosed. Kindly specify the different components under the price quoted i.e., base price of the vehicle, specified equipment cost, fabrication cost, registration cost, taxation expenses etc.
5. Discount if any offered by the bidder shall not be considered unless they are specifically indicated and the total cost shall reflect only the net price taking all factors like discount, free supply, free delivery etc. into account.
6. The Rates quoted against the item on the Tender should be mentioned in both Figures and Words. Transparent tape should be applied on each quoted rates.
7. The Price bid shall not be opened for those bidders who have not complied with the provisions of the Bid Document or EMD clause or who have not complied with the provisions / technical specifications of the bid document or whose bid have been determined as non-responsive or fail to qualify in the Technical Evaluation.

Managing Director (MD)  
Assam State Transport Corporation



# Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

**Subject:** Submission of the financial breakup for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Technical Proposals.

## 1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing GST on Services rates during the time of payment.

## 2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

## 3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

## 4. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in this RFP document.

Our Financial Costs shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

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.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

~

\*Please note: GST on Services which will be paid extra by ASTC as per the prevailing rates. All other taxes, duties insurance (if any) will be borne by bidder.

## Form 2: Format for submission of Financial Quote

S.No	Name of OEM	Item Description	Quantity	Unit Rate exclusive of taxes (in INR)	Tax Amount (in INR)	Total Rate inclusive of taxes (in INR)
1.		Name of E-bike model				
		Cost of the Bike				
		Cost of charging Equipment				
		Transportation and Delivery Cost				
		Cost of Helpline support				
		Final Quote (sum of all cost items)				

Managing Director (MD)

Assam State Transport Corporation

## Appendix 3: Service Levels

### 1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by SI ('System Integrator') to Purchaser (Assam State Transport Corporation) for the duration of this contract or until this SLA has been amended.

### 2. Description of Services Provided

SI shall provide service as defined in Detailed Scope of Work section.

### 3. Duration of SLA

This Service level agreement would be valid for entire period of contract.

### 4. Service Level Agreements & Targets during Operations, Support and Maintenance

This section is agreed to by Purchaser and SI as the key SI performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contract or its revision whichever is later.

#	Service	Minimum SLA/ Uptime	Penalty
1.	Distribution of e-bikes to beneficiaries along with charging equipment	Within the prescribed timeline (4 weeks from the date of booking)	<ul style="list-style-type: none"> <li>- A Penalty of 10% of quoted price of E-bike will be levied for delay in delivery beyond 4 weeks.</li> <li>- Additional 5% of quoted price of E-bike will be levied for every subsequent week of delay.</li> </ul>
2.	Training to beneficiaries	100%	Trainings for e-bike safety, maintenance, driving rules and regulations are to be provided to beneficiaries as per finalized schedules. Non-completion of training within specified time frame will lead to a penalty of INR 500/ beneficiary
3.	Failure in the audit by ASTC during monthly payment	100% accuracy of the audit Audit comprise of but not limited to: <ul style="list-style-type: none"> <li>• Delivery of bikes to right beneficiary</li> <li>• On-time delivery of bikes</li> <li>• Completion of Registration formalities for E-bikes along with insurance cover</li> <li>• Nonduplicacy in delivery</li> </ul>	10% penalty charges on the final approved invoice amount

#	Service	Minimum SLA/ Uptime	Penalty
		<ul style="list-style-type: none"> <li>• Correctness in the invoices submitted</li> </ul>	
4.	Failure to provide valid documents related to beneficiary verifications	Within the prescribed timeline of 15 days	Penalty of 5% from the cost of the vehicle + cancellation of the payment for those vehicles until relevant documents have been submitted.

## 5. Breach of SLA

In case the SP does not meet the service, levels mentioned in para '4 - Service Level Agreements & Targets during Operations, Support and Maintenance' of this section, for three (3) continuous time-periods in a quarter as specified in the relevant clause, the Purchaser will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

- 1) ASTC issues a show cause notice to the SP.
- 2) SP should reply to the notice within three working days.
- 3) If the ASTC authorities are not satisfied with the reply, ASTC will initiate termination process.

## 6. Exclusions

The SI will be exempted from any delays or slippages on SLA parameters arising out of following reason:-  
Delay in execution due to delay (in approval, review etc) from Purchaser's side. Any such delays will be notified in written.

## 7. Reporting Procedures

The SP's representative will prepare and submit SLA performance reports in an agreed upon format by the 5th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events.

## SLA Change Control

### General

- 1) It is acknowledged that this SLA may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
  - a. A process for negotiating changes to the SLA.

- b. An issue management process for documenting and resolving particularly difficult issues.
- c. Purchaser and SI management escalation process to be used in the event that an issue is not being resolved in a timely manner.
- d. Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

### **SLA Change Process**

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be Purchaser's monthly review meetings.

### **Version Control**

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

### **Management Escalation Procedures**

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that purchaser and SI management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- 1) All issues would be raised to the assigned manager of the distributor OEM, which is completely responsible for the day to day aspects of the implementation. The assigned manager of the distributor OEM shall classify the issues based on their severity level and resolve them within appropriate timelines.
- 2) If assigned manager of the distributor OEM is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented.

In case one or both the parties are unsatisfied with the decision of the top management of the Purchaser, the dispute will be resolved as specified in this RFP.

### **Final Acceptance**

Pre- requisite of Final Acceptance have the following:

- 1) Distribution confirmation of all e-bikes and charging accessories to all the beneficiaries whose names are in the list provided by ASTC.
- 2) Documents relevant as the proof of successfully completed distribution.
- 3) Document citing proof of training provided by the distributor and received by the beneficiary.
- 4) Documents citing proof of instructions/ brochures/ safety manuals provided by the distributor and received by the beneficiary.

## Appendix 4: Minimum Specifications

This section details out the minimum technical specification of the E-Bike to be distributed to the eligible beneficiaries. The bidder needs to procure the E-bikes for distribution accordingly to meet the service requirements of the project and should ensure to meet the minimum technical specifications of the E-Bikes as mentioned below. The bidder is free to provide any additional features or capabilities.

### 1) The specification of the desired e-bike (high speed/ lead acid) as mentioned below:

S.No	Features	Minimum Specifications
1.	Battery Specification	48 V, 25-35 Ah
2.	Battery Type	Lithium ion (preferred)
3.	Speed	40-60 Kmph
4.	Motor Power	BLDC Hub Motor 800 W - 1000 W
5.	Charging Time	Not more than 8 Hours
6.	Mileage	> 65 km/charge
7.	Tyre Size	3.00X10
8.	Tyre type	Tubeless
9.	Self-Start	Yes
10.	Gear Type	Disc (Preferred)

**Note:** The bikes are intended for female students, hence the bidders should keep this segment in mind while proposing their models.

### 2) Charging equipment:

The bidder has to provide charging equipment for a safe, convenient and secure charging of the E-Bike at home facilities of the beneficiary.