

Government of the Democratic Socialist Republic of Sri Lanka
Ministry of Transport and Highways

Request for Proposal (RFP) for the procurement of a supplier for supply, maintenance, and charging of 50 nos. fully built battery electric air-conditioned buses for passenger transportation based on per-kilometer payments

2nd August 2023

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Request For Proposal (RFP)

Preface

Ministry of Transport and Highways of Sri Lanka (MOTH) is inviting proposals for the deployment of 50nos. electric buses as per the terms and conditions mentioned in this RFP. Procurement of electric buses is on Built Own Transfer (BOT) Model with per kilometers payment basis with a minimum guaranteed daily distance for the deployed buses for minimum of 26 days per month and for a duration of 10 years.

Upfront payments are not involved in this procurement. The selected supplier shall provide buses maintained, fully charged, and ready for operation to SLTB as per the operation plan of SLTB. Selected suppliers will be paid for the kilometer distance traveled by the buses given for the daily deployment during the month.

A Disclaimer

This RFP is being issued by the Ministry of Transport and Highways for inviting proposals for hiring a lot of 50nos. of air-conditioned electric buses (“Buses”) based on Built Own Transfer (BOT)Model for SLTB to be deployed for public transportation on the specified routes on such terms and conditions as set out in this RFP document.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by MOTH to any party here under. The purpose of this RFP is to provide the bidder(s) with information to assist in the formulation of their proposal for submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and MOTH can’t consider the particular needs of each bidder. Each bidder shall conduct her/his investigation and analysis and should check the accuracy, reliability, and completeness of information in this RFP document and obtain independent advice from appropriate sources.

MOTH and SLTB make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules, or regulations or otherwise as to the accuracy, reliability, or completeness of the RFP document.

MOTH may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP document.

The MOTH reserves the right not to proceed with the appointment of a supplier or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, or entities, for submitting a proposal.

MOTH shall not be responsible for any costs or expenses incurred by the proposers in connection with the preparation and delivery of proposals, including costs and expenses related to visits to the sites. MOTH reserves the right to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified proposers would be selected based on the criteria herein mentioned. The bidders/consortiums are required to submit the qualification documents and other information as specified in relevant sections of this RFP. Technical Proposals will be opened and the Price Bid remain unopened and will be held in custody of the purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bid will be advised in writing by the Purchaser. Lowest bidder among bidders who satisfy eligibility and qualification criteria would be selected.

It will be the bidders’/consortium’s responsibility to meet the criteria either by itself or along with OEMs.

B Notice of Inviting for Request For Proposal

Ministry of Transport and Highways
7th Floor,
Sethsiripaya stage II,
Battaramulla,
Sri Lanka

Notice No:MT/04/09/CT/535

Request for Proposal (RFP) for the procurement of a supplier for Supply, maintenance and charging of 50 Nos. fully battery electric air-conditioned buses for passenger transport based on per kilometer rate payments on the Built Own and Transfer (BOT) contract basis.

MOTH invites proposals from duly qualified interested bidders/consortiums for procurement and maintenance and charging of 12m fully built air-conditioned electric buses 50nos. for the operation of SLTB. RFP and related documents can be collected from the Chairman, Sri Lanka Transport Board, No. 200, Kirula Road, Narahenpita, Sri Lanka. Sri Lanka.

The last date for submission of proposals is on 12th September 2023 by 14:00 Hrs. proposals will be opened at 14:00 Hrs. at the Ministry of Transport and Highways, 7th Floor, Sethsiripaya Stage II, Battaramulla, Sri Lanka.

Sd/-

C Bidding Schedule and Details

Name of work	Request For Proposal (RFP) For the selection of a supplier for procurement, maintenance and charging of 50nos 12m fully built air-conditioned electric buses on a per kilometer rate basis, for a contract period of 10 years.		
Quantity & type of buses	Type of Bus	Area of deployment	Quantity
	12m fully built air-conditioned electric buses with 39+ seating capacity for Colombo suburban area service	Colombo & suburbs	50
Note	<i>Details of floor position, seating pattern, seating capacities, type of seats, and standing capacity need to meet operation requirements and must be detailed sufficiently for evaluation.</i>		
Schedule of the procurement	Collection/ downloading of the tender document	2 nd August 2023 onward	
	Last day for payment of the application fee	11 th September 2023 before 15hrs	
	Submission of proposals	I. Bid submission start date 2 nd August 2023 II. Bid submission end date 12 th September 2023 before 14hrs III. RFP fee and bid security bond must be made before 12 th September 2023 14hrs	
	Opening of the proposals	On 12 th September 2023 At 14 hrs	
	Bid validity period	180 days from the proposal submission end date	
	RFP Fee & Bid Security	RFP fee	LKR 100,000 or USD 305.00
	Bid Security	LKR 1,000,000	

1. Definitions & Abbreviations

In this RFP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them here below besides as defined in the agreement:

- 1.1. **“MOTH”** means the Ministry of Transport and Highways or successor ministry in charge of transport.
- 1.2. **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines, or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in Sri Lanka, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this contract, and applicable to the project.
- 1.3. **“Authorized Signatory”** means the person authorized by the bidder firm to sign the proposal, correspond with the MOTH, make representation to the MOTH as part of the bidding process, and sign the contract on behalf of the bidding firm through valid authorization document in his/ her favor.
- 1.4. **“Bus”** means a passenger bus unit that meets the technical specifications as approved by MOTH. About this, “contracted buses” shall mean all the buses for the procurement, charging, and maintenance of which the supplier has been contracted through this agreement.
- 1.5. **“Bus Kilometer”** means a kilometer traveled by a contracted bus of the fleet as part of its operations as per the terms and conditions of bidding documents.
- 1.6. **“Bus Service”** means the service of charging and maintaining the buses on a gross cost contract basis both this contract/agreement, including providing public carriage in accordance with standards stipulated by MOTH.
- 1.7. **“Proposal”** means the price bid per km, bid security, and any other document submitted by the bidder(s) in response to provisions of this RFP.
- 1.8. **“Bidder”** means any firm, including a sole proprietor or a partnership firm or a company, lead member of a consortium who submits a proposal/ eligibility and qualification submission along with RFP fees under this RFP within the stipulated due date and time of submission.
- 1.9. **“Bidding Documents”** means document comprising RFP, its annexures, and schedules thereof.
- 1.10. **“Bid Process/ Selection Process”** means the process of selection of the successful bidder through single stage competitive bidding process followed scrutiny and evaluation of such proposals and proposals as set forth in the bidding document.
- 1.11. **“Bid Security”** means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.
- 1.12. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of RFP.
- 1.13. **“Commercial Operations Date/COD”** The project shall be deemed to be completed when the completion certificate for maintenance depots and the buses is issued and accordingly, the Commercial Operation Date (“COD”) of the project shall be the date on which such completion certificate is issued.
- 1.14. **“Contracted Buses” or “Contracted Fleet”** means one or more of the passenger

bus units for the bus procurement, charging, and maintenance for which the has been contracted in accordance with the terms of the agreement.

- 1.15. **“Fleet”** means the total number of buses that are contracted to a supplier for bus procurement, operation, and maintenance in accordance with the provisions of bidding documents.
- 1.16. **“Built Own Transfer (BOT)-** The cost per km for operating an electric bus which includes power charges without the cost of the bus crew, to be provided by SLTB.
 - 1.16.1. Procurement, maintenance, and charging of e-buses.
 - 1.16.2. Procurement, installation, and maintenance of charging stations.
- 1.17. **“Kilometer Charge”** refers collectively to the base kilometer Charge for Buses.
- 1.18. **“Lead Member”** The consortium member who is having the majority of the stake and who is bidding on behalf of the consortium.
- 1.19. **“Letter of Award” or “LOA”** means the letter issued by SLTB to the successful Bidder to provide buses under the rental agreement in conformity with the terms and conditions set forth in the bidding documents.
- 1.20. **“Maintenance Depot”** is the designated place where maintenance activities of buses are taken up especially where the bidder undertakes required construction as specified and required.
- 1.21. **“Purchaser /Service Provider”** means the successful bidder selected pursuant to the competitive bidding process with whom MOTH has entered into a service agreement i.e., the lead member in a consortium, may not necessarily be in charge of maintaining the buses.
- 1.22. **“Preferred Bidder”** shall mean the bidder who qualifies for the RFP (meeting eligibility and Qualification Criteria) and whose proposal is responsive and whose price turned out to be lowest and responsive as per the provisions of the RFP.
- 1.23. **“Routes”** means the routes within the bus service area determined exclusively and notified by the SLTB from time to time, and the contracted buses under this agreement shall operate only on such routes.
- 1.24. **“SLTB”** means the Sri Lanka Transport Board.
- 1.25. **“Successful Bidder”** shall have the meaning as specified in clause 1.19 (Notification of Award) of this RFP.
- 1.26. **“Operator”** means the SLTB who operates the buses.

2.Introduction:

SLTB, a Sri Lankan State Owned Enterprise (SOE) operates public bus services in Sri Lanka with 40% of the bus route permit rights. SLTB intends to introduce electric buses for operation in the city of Colombo and its suburbs by deploying them on the specified routes of SLTB using SLTB Bus crews. A lot of 50 of these e-buses are to be procured on a Built Own Transfer (BOT)Contract basis under this procurement. Upfront payment of any incentives is not provided.

This RFP is being hereby published for inviting proposals from eligible Original Equipment Manufacturers (OEMs), Joint ventures (JVs), and consortiums for the supply, charging, and maintenance of 12m fully built electric buses a lot of 50nos. on per kilometer rate basis for a total contract period of 10 (ten) years.

As part of the draft supply agreement represented under this RFP, the successful bidder is expected to procure, charge and maintain a lot of 50nos. 12m fully built air-conditioned electric buses along with charging infrastructure including the required transformers, maintenance equipment, and related civil works. Availability factor of 95% on a daily basis of contracted buses throughout the contract period is expected from the supplier and payments would be made for the buses handed over for the operations by the supplier with the minimum daily distance assurance.

This RFP is divided into four sections namely:

- **Section I: Instructions to Bidder:** Background, instructions, and process of bidding.
- **Section II: The bidding process:** Details of the bidding process.
- **Section III:Technical Specifications of the 12m fully built air-conditioned Electric Buses.**
 - **Annex A –** SLTB bus deployment schedule.
- **Section IV: Documents to be provided with the proposal 1 to 14.**

Prospective Bidder is advised to read all chapters thoroughly as any items, provisions or stipulations may influence his costs, revenues, and risks and hence may affect his bidding. Some of the key terms are summarized in the previous section.

3. Section I: Instructions to Bidder

- 3.1. Scope of proposal: The Ministry of Transport and Highways of Sri Lanka referred to as MOTH invites proposals following the Single stage two envelop system, from eligible Bidders, for "the selection of a supplier for procurement, charging and maintaining of 50 numbers of electric vehicle buses as specified in bidding schedule & details on "Built Own Transfer (BOT) Contract Basis".
- 3.2. The scope of the project will broadly include.
 - 3.2.1. Procure, charge, and maintain electric buses to meet SLTB operation requirements.
 - 3.2.2. Design and setting up of the required civil and electrical works and related equipment for supply of power to charging infrastructure and construction of maintenance depot, 33 kV or 11 kV Substation including connection to utility supply shall be commissioned on or before the supply of first batch of e-buses as per delivery schedule annex 14.
 - 3.2.3. Charging Infrastructure: procurement, installation, commissioning, operation, and maintain the charging infrastructure, before the supply of the first batch of e-buses as per delivery schedule annex 14.
 - 3.2.4. Supplied buses have to be compliant with the technical specifications in the RFP.
- 3.3. The buses to be deployed by the SLTB are proposed to be operated on the identified routes as shown in Annexure- A by the SLTB, during the contract period.
- 3.4. The supplier shall, at its own cost and expense, procure, finance for, and undertake the design, engineering, procurement, construction, and operation of the maintenance depots for the maintenance of buses and shall observe, fulfill, comply with, and perform all its obligations.
- 3.5. Land for maintenance depot at SLTB regional depots would be provided exclusively for electric buses "Licensed Premises" with a nominal license fee of Rs. one per annum.
 - 3.5.1. The Licensed Premises shall comply with fire safety norms.
- 3.6. The SLTB before accepting the contracted buses, will inspect and test the said buses, with reference to the specifications specified by the MOTH. The supplier shall start supplying all the buses only after the said inspection and testing by the SLTB.
- 3.7. Buses shall be supplied as per the delivery schedule shown in Annexure-14. Failure to supply the buses as per the delivery schedule may attract a penalty.
- 3.8. Color scheme of buses shall be as approved by MOTH. The supplier shall ensure the prescribed color scheme during the entire Contract period.
- 3.9. The supplier has to register the buses at SLTB bus depot offices where these buses have to be operated as per the deployment plan of SLTB.
- 3.10. The supplier shall obtain necessary electrical and fire hazard certification for charging and maintenance facilities from relevant authorities and must ensure their adherence.
- 3.11. The supplier shall be responsible for the maintenance of the buses and charging infrastructure, 33 kV or 11 kV substations, and other installations in order to keep them in good working condition and to ensure the safety of the passengers and employees of the bidder & SLTB. The expenditure relating to maintenance & upkeep of the bus, charging infrastructure, and operational costs such as tyres, spares, lubricants, mechanical staff, etc., is to be borne by the supplier.
- 3.12. The supplier shall make sure that the buses and chargers are available on all days. The supplier shall make sure that the bus shall be made available for the period requisitioned in a day

- suitably charged to operate the scheduled kilometers given for the trips. Operator SLTB shall ensure the origin and destination flow would be maintained by operating and daily schedules.
- 3.13. The SLTB will provide bus drivers and conductors for the operation of the services.
 - 3.14. The supplier shall not use the bus covered by the agreement to ply for others or for any other purpose during the period of agreement/stoppage for maintenance/carrying out repairs. Violation of which penalty will be levied as per the penalty clauses in the agreement.
 - 3.15. The supplier will take responsibility for obtaining a 33kV or 11 kV Power line up to charging infrastructure as per the requirement of the operations which depends on the capacity of chargers and it has to step down as per requirement. Bidder shall furnish the maximum demand required for obtaining the power connection from CEB/LECO.
 - 3.16. SLTB will provide space for the installation of substations, charging stations, transformers & other infrastructure.
 - 3.17. SLTB reserves the right to install any equipment on the contracted buses and the bus depot, the supplier has to ensure any equipment installed by the SLTB on the contracted buses or within the bus depot including any monitoring device or equipment, is not tampered with in any manner; and that SLTB and its authorized personnel are allowed to inspect the equipment installed on the contracted buses and the bus maintenance depots at any time during normal operational hours without any notice in this regard.
 - 3.18. The supplier shall bear the electricity charges for lighting, other garage machinery, and equipment including charging infrastructure.
 - 3.19. The bidder has to quote the price proposal including energy consumption charges for e-buses.
 - 3.20. The successful bidder/supplier has to enter into an agreement with SLTB within 1(one) month from the issuing of the LOA.
 - 3.21. In case of failure to adhere to the terms and conditions SLTB reserves the right to impose the fines/penalties as specified in the agreement.
 - 3.22. A maximum of two days in a calendar month will be permitted for maintenance of a bus. However average fleet availability shall be a minimum of 95 %.
 - 3.23. The supplier has to duly impart proper training to SLTB drivers and technical staff.
 - 3.24. The supplier has to ensure the achievement of the key parameters furnished in the agreement, failure to achieve key parameters may attract penalties as stipulated in the agreement.
 - 3.25. Beyond repairable e-bus shall be replaced within 30 days.
 - 3.26. The successful bidder/supplier shall give at least 24 hours' notice in advance to the SLTB, when the bus is not likely to be made available on any particular day duly furnishing the valid reasons.
 - 3.27. In case the successful bidder/supplier fails to make the bus(es) available without giving 24 hours advance notice or any other irregularity penalty will be imposed as stipulated in the agreement.
 - 3.28. The successful bidder/supplier shall make the bus available for the period requisitioned in a day for the operation of the scheduled kilometers given for the day without fail, in case of failure penalty will be imposed as stipulated in the agreement.
 - 3.29. SLTB has the right to inspect the contracted buses on a daily basis before sending the contracted buses on schedule so as to ensure their cleanliness and present ability of the contracted buses.
 - 3.30. The supplier shall take full responsibility for maintenance of the contracted buses, including cleaning and washing, but not limited to the preventive maintenance schedule, breakdown

maintenance, repair/reconditioning/replacement of parts and aggregates, minor and major body repair including refurbishing and accidental repair whenever necessary.

- 3.31. Refurbishing of the buses: The bidder/supplier shall undertake refurbishing of the buses at the completion of the fifth year and ninth year of the agreement. Bidder/Supplier shall undertake refurbishing works as necessary.
- 3.32. The supplier shall repair/replace/maintain tyres and batteries. Replacement of batteries should be disposed under the supervision of the hazardous waste management unit of the Central Environmental Authority of Sri Lanka and the battery manufacturer's instructions.
- 3.33. The bidder/suppliers shall ensure daily proper maintenance of maintenance depots including housekeeping.
- 3.34. The bidder shall ensure periodical maintenance of maintenance depots, electrical substations and charging stations, etc. as per Good Industry Practice.
- 3.35. The supplier shall ensure proper up-keeping, including but not limited to washing, cleaning, denting/painting of the contracted buses.
- 3.36. Maintenance / Repair / Refurbishing and Inspection:
- 3.36.1. The Bidder shall produce the vehicles for Inspection of the buses after refurbishing and major repairs/accidents to a committee as nominated by the SLTB.
- 3.36.2. The Supplier must ensure the availability of buses for the daily deployment to avoid service disruptions. Maintenance and repair works need to be arranged during lower-demand days in consultation with SLTB.
- 3.36.3. However, lead time can be decided in consultation with the SLTB for attending major repairs/accidents depending on the nature of the work to be carried out.
- 3.37. The supplier shall agree to comply with all applicable laws including labour and local laws, pertaining to the employment of labour, staff, and personnel engaged by it for implementing the project.
- 3.38. The successful bidder/supplier shall ensure prescribed monograms of SLTB/Logo on the sides of the bus. The successful bidder/supplier shall facilitate the utilization of the advertisement space for SLTB advertisements as necessary.
- 3.39. The successful bidder/supplier has to provide the bus only to the SLTB operations. However, SLTB can:
- 3.39.1. Deviate the bus as per the traffic demand provided the bus is having required range for operation or opportunity charging facility at the other end if needed.
- 3.39.2. Make changes to the deployment plan from time to time with prior notification, of at least 5 (five) days.
- 3.39.3. After due notification to the supplier, change the route(s)/ frequency/ schedule of the buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals, and seasonal requirements. In case the SLTB makes any such change(s), it shall notify the supplier in writing 5 (five) days prior to the implementation of such change.

- 3.39.4.SLTB may cancel some of the services in advance on-spot holidays festival days, strikes, etc. keeping in view the traffic demand, subject to the minimum monthly assured km of the lot.
- 3.40.The successful bidder/supplier shall not be allowed to operate illegally on the notified routes infringing the rights of SLTB and in case of violation, the bidder/supplier is liable for action which includes termination of the agreement.
- 3.41.The successful bidder/supplier shall keep the buses road-worthy by carrying out necessary maintenance and repairs.
- 3.42.The bidder has to achieve the key performance Indicators as specified in the agreement clauses, for non-achieving the indicators penalty will be imposed as specified in agreement clauses.
- 3.43.The successful bidder/supplier shall get the vehicle insured comprehensively so as to cover any risks of lives of bus passengers and damage to vehicles. It shall be renewed periodically so as to have validity throughout the contract period.
- 3.44. SLTB / Operator shall pay fines, imposed by the court when operated by SLTB crew.
- 3.45.SLTB reserves right to utilize the vehicle engaged on any route and at any time, provided bus is having required range for operation or availability of opportunity charging facility at the other end if needed.
- 3.46. The SLTB is responsible:
- 3.46.1.To finalize the paint scheme/graphics of the Contracted buses along with branding of the fleet, if considered necessary.
- 3.46.2.To arrange the requisite bus permits and to finalize proper fleet management / scheduling of the contracted buses
- 3.47.At any given point of time during the entire contract period supplier has to maintain the e-buses according to manufacture guidelines.
- 3.48. If SLTB requires the buses to be operated above the assured 225km, supplier has to provide the buses as per the requirement subject to availability of suitable charging infrastructure.
- 3.49.Assured number of kilometers will be considered on monthly basis for the whole lot of the buses and would be assured for minimum 26 days per month during contract period.
- 3.50.The supplier shall fulfill the statutory obligations like payment of EPF, ETF, minimum wages etc., to the personnel engaged by them for running the project.
- 3.51.SLTB shall reserve the right to modify any condition/ conditions of the agreement and add any other condition/ conditions during the contract period. The bidder has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the SLTB at its cost on mutually agreed basis.
- 3.52.It is mutually agreed that on expiry of the term of the agreement, the Notice of Completion (NOC) shall be issued only after clearance of all dues by the supplier including energy consumption costs, and a certificate is received from the depot authorities.
- 3.53.E-buses shall be assigned routes as per SLTB time schedule and shall be deployed at the respective depots as per delivery schedule.
- 3.54. Bidder has to supply operation manuals and technical manuals as necessary.
- 3.55. Bidder has to provide and maintain GPS based fleet supervisory system for efficient fleet management.
- 3.56.Bidder has to provide an electronic ticketing solution facilitating electronic and mobile pay for the revenue collection from the electric buses supplied under this procurement.

4. Section II: The Bidding Process

4.1. Overview

- 4.1.1. MOTH invites proposals through technical and price bid in a Single stage two envelop system for the selection of a competent bidder for the award of the project and the proposal shall be submitted at 12th September 2023 on or before 14hrs.
- 4.1.2. All the bidders who qualify in eligibility criteria have to demonstrate the ability to supply **12m electric bus** with the respective range as mentioned in Technical Specifications, for which relevant certification is obtained, then only eligible bidders will be declared.
- 4.1.3. The bidders shall have to meet the eligibility and qualification criteria provided in the RFP. Bidders would be required to quote per kilometer rate for buses in accordance with the contract conditions specified in the RFP. The bidder whose price proposal is determined to be the lowest most and responsive shall be considered as Preferred Bidder (the "Preferred Bidder").
- 4.1.4. Proposals to be submitted on 12th September 2023 on or before the time and date fixed for submission of a proposal ("proposal Due Date").

4.2. The criteria for allotment of Lots

- 4.2.1. The selection of the bidder for the allotment of the lot will be purely on the basis of the rate per kilometer offered subjected to fulfillment of eligibility and technical requirements as per RFP.
- 4.2.2. Each bidder can submit only one proposal for a given lot.

4.3. Key Terms

- 4.3.1. The supplier will be solely responsible for proving the localization percentage claimed by him in the proposal for local preference.
- 4.3.2. SLTB proposes to operate 50nos of 12m fully built air-conditioned electric buses on per kilometer basis on scheduled routes as per Annexure-A
- 4.3.3. Per kilometer rate revision will be after six months from supply only in relation to charging rates of the electric utility energy supplier.
- 4.3.4. Opportunities for charging can arise in between shifts, besides long-time charging during night parking. Schedules can be organized to allow for opportunity charging without compromising operations as per the provided SLTB schedule.
- 4.3.5. As bidding is on the basis of the rate quoted by the bidder, in order to have a level playing field for all suppliers who wish to have different technology for charging of vehicles, the cost for setting up 33 KV or 11 KV substations and its related civil & electrical works, charging infrastructure for charging of buses have to be incurred by supplier, which includes charging equipment, necessary transformers, extension of utility supply lines to depot premises and other civil cost for installation.
 - 4.3.5.1. In order to have the dependability of power for charging stations, supplier shall provide more than one transformer on the HT side

- 4.3.6. The bidder/supplier has to prepare all the electrical drawings, to obtain permissions from CEB/LECO besides has to prepare revised drawings whenever there are any addition and deletions to be done to the installation and the drawings are to be approved by them.
- 4.3.7. Maintenance of transformers yards, electrical lines, and its related items like breakers, etc. are in the scope of the bidder.
- 4.3.8. In the event of any technical problem in the HT yard or transformers or HT cables etc., after the HT supply from the utility supplier, the bidder/supplier shall ensure to restore the supply within the minimum possible time.
- 4.3.9. For charging electric buses, the supplier has to provide a minimum of one slow charger per e-bus and one fast charger for every 10 e-buses based on the requirement.
- 4.3.10. The charging infrastructure shall be established by the supplier as per CEB/LOCO guidelines and standards “and as amended from time to time.
- 4.3.11. The supplier has to ascertain bulk power availability for HT connections, at these depots in coordination with CEB/LOCO. The supplier also will arrange for site-level distribution of power to its charging points along with related equipment and infrastructure for charging including HT substations, transformers & LT lines (suitable transformers). Further, any civil and other ancillary work required for parking, charging, and maintenance of buses is to be taken up by the supplier.
- 4.3.12. The supplier shall install and commission substations, and charging infrastructure either by him/herself or either through OEM or a valid suitable certified contractor for the input voltage who shall have experience in setting up substations and, charging infrastructure.
- 4.3.13. Installation of solar or wind power generation units for the purpose of electric bus charging would be facilitated subject to the availability of land/roof space at the selected charging points belong to SLTB.
- 4.3.14. The payment of the electricity bill for the charging of the supplied electric buses to meet operation requirements is kept in the scope of the supplier. The supplier has to quote the per kilometer rate for electric buses including return on investments for buses, related infrastructure, taxes, cost of insurance, power charging, maintenance, and repair costs.
- 4.3.15. The supplier has to obtain necessary approvals for installation, renewals, and maintenance of substations, charging infrastructure, and related equipment from the agencies like CEB/LOCO and SLTB would provide necessary facilitation.
- 4.3.16. The supplier has to present the best solution in terms of bus, capacity of batteries, charging infrastructure required, charging time, etc. by looking at the operational requirements of SLTB.
- 4.3.17. The supplier shall procure, supply, charge, and maintain the buses including battery charging, maintenance /replacement in all respects throughout the agreement period.
- 4.3.18. Supplier shall make its appropriately trained and qualified technical staff available for any solutions, challenges, and fine-tuning.
- 4.3.19. The bidder shall submit, along with the proposal, bus specifications as requested according to the given format. And also submit a copy of comprehensive specifications of the electric bus offered and charging infrastructure required along with technical details. It shall also provide bus type approval and roadworthiness certificate from an approved certification authority.
- 4.3.20. The bus rental agreement shall remain in force for a period of 10 years from the Commercial Operations Date (COD), during which period supplier shall charge and maintain the buses to meet the requirements of the SLTB.

4.3.21. The maintenance depots along with equipment, charging stations, transformers, machinery, building, structures, hardware, software, and other assets comprising the maintenance depots shall, be transferred to the SLTB upon completion of the contract period or termination.

4.3.22. The expected delivery schedule for 1st lots of 50 buses, is as follows:

4.3.22.1. Within 12 (twelve) months from the date of LOA

4.3.22.2. Suitability Approval for the e-bus will be given after a trial run for 7 (seven) days on the proposed route.

4.3.22.3. The Buses shall be supplied as per the delivery schedule.

4.3.23. The buses delivery schedule is enclosed in **Annexure-14**

4.4. Due Diligence & Site Visit:

The Bidders are encouraged to examine and familiarize themselves fully with the nature of the assignment/project, all instructions, forms, terms, and conditions of RFP, local conditions availability and distance to HT utility power closer to selected depots, and any other matters considered relevant by them before submitting the proposal by paying a visit to the site and sending written queries to the MOTH within the specified period. Proposers are encouraged to submit their respective proposals after visiting SLTB depots/offices and ascertaining for themselves the availability and condition of passenger traffic, location, availability of power, applicable laws and regulations, and any other matter considered relevant by them.

4.5. Acknowledgement by Bidder

4.5.1. It shall be deemed that by submission of the proposal, the bidder has:

4.5.1.1. Made a complete and careful examination of the RFP duly fulfilling the clause therein.

4.5.1.2. Received all relevant information requested from MOTH.

4.5.1.3. Accepted the risk of inadequacy, error, or mistake in the information provided in the RFP or furnished by or on behalf of the MOTH relating to any of the matters referred to in clause above; and

4.5.1.4. Acknowledged that it does not have a conflict of interest.

4.5.1.5. Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.5.2. The MOTH shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the MOTH.

4.6. Cost of Proposal

4.6.1. The Bidders shall be responsible for all of the costs associated with the preparation of their eligibility and qualification submission/proposals and their participation in the bid process. The MOTH/SLTB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

4.7. Proposal Currency

4.7.1. All prices quoted in the proposal shall be quoted in Sri Lankan Rupee(s) (Rs.)

4.8. RFP Fee

4.8.1. The RFP document fees of Rs. 100,000/- (**non-refundable in the form of account paye demand draft drawn in favor of SLTB**) and the same shall be submitted together with bidding documents on or before the timeline specified in the bidding schedule. Any proposal not accompanied with RFP fees in the required amount, then such form will be summarily rejected by MOTH as being non-responsive and proposal of such bidder will not be evaluated further.

4.9. Bid Security

4.9.1. The bidder shall furnish separate bid security of Rs. 1 million according to the **Annexure-15**

4.9.2. Any proposal not accompanied by a valid bid security deposit of the prescribed amount and form will be summarily rejected as being non-responsive and proposal of such bidder shall not be evaluated further.

4.9.3. After the proposal due date and within the period of validity of his proposal, the bid security deposit paid by the bidder is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the proposal in any respect or engages in any fraudulent practices.

4.9.4. No interest will be payable on the bid security deposit.

4.9.5. Bidder has to submit performance security 10% of the total contract value for the contract period

According Anuexure-16

4.9.6. If the successful bidder fails to furnish the performance security within the stipulated period as specified in the agreement, then the bid security deposit shall be liable to be forfeited, in addition to any other actions as per terms and conditions stipulated in the proposal documents.

4.9.7. The bid security deposit of all unsuccessful bidders will be returned to the unsuccessful bidders within 7 days of the award of the letter of acceptance by SLTB to the successful bidder. The successful bidder's bid security deposit will be converted into part of Performance Security (PS). 4.9.8. The bid Security of a bidder shall be forfeited in the following events:

4.9.8.1. If a bidder withdraws/modifies/changes the proposal during the period of proposal validity in case of a successful bidder.

4.9.8.2. If the bidder fails to sign the agreement within the stipulated time as specified by the proposal document.

4.9.8.3. Successful bidder fails to furnish the required performance security within the stipulated time in accordance with RFP terms set forth herein.

4.9.8.4. In case of a fraudulent offer and involved in fraudulent or corrupt practice as per RFP terms.

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

4.9.8.6. In case of occurring any other event as may be specifically stated in the RFP document.

4.9.8.7. Non-adherence to RFP clauses will forfeit the bid bond amount.

4.10. Proposal validity

4.10.1. Proposals shall remain valid for a period of 180 days after the date of opening of the proposal. MOTH reserves the right to reject a proposal as non-responsive if such proposal is valid for a period less than the proposal validity period and MOTH shall not be liable to send an intimation of any such rejection to such bidder.

4.10.2. In exceptional circumstances, prior to the expiry of the original proposal validity period, MOTH may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request and MOTH shall not forfeit his bid security. A bidder agreeing to the request will not be required or permitted to modify his proposal but will be required to extend the validity of his bid security for the period of the extension, and in compliance with RFP terms in all respects.

4.11. Consortium

4.11.1. Proposals are permitted as either (i) Single Bidder or (ii) Consortium of a maximum of four (4) members led by a lead bidder.

4.11.2. One OEM can be a member of one consortium of a lot or a single bidder and can give Manufacturer's Authorization Form (MAF) to any consortium bidding for a lot.

4.11.3. One OEM can join various consortiums as one of the members for different lots.

4.11.4. Lead member shall have a majority of the stake/equity.

4.12. Number of Proposals by Bidder

4.12.1. No Bidder, its associate, or any consortium members or their associates shall submit more than one proposal for a given lot. Any bidder applying individually as a single bidder or a part of a group of bidders applying as a consortium shall not be entitled to submit another proposal for a same given lot, either individually or as members of another consortium, directly or indirectly through an associate of any other bidder, as the case may be.

4.12.2. If a bidder submits or participates in more than one proposal in this manner, such proposals shall be disqualified and rejected.

4.13. Rejection of proposal

4.13.1. A proposal is likely to be rejected by MOTH without any further correspondence, as non-responsive, if:

4.13.1.1. Proposal is not submitted in the manner as prescribed in the instructions to bidders' section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP document; or

4.13.1.2. Proposal is not submitted in the proposal forms annexed in the RFP document with bid security, RFP fee and etc.

4.13.1.3. Bid security and RFP Fees does not conform to the provisions set forth in this RFP; or

4.13.1.4. Price bid which are incomplete or not submitted in accordance with price bid format; or

- 4.13.1.5. In case of fraudulent proposal and involved in fraudulent and corrupt practice
- 4.13.1.6. Each bidder shall submit only one proposal for a given lot. A bidder who submits or participates in more than one proposal for same lot under this RFP will be disqualified.
- 4.13.2. Even though the bidders may meet the eligibility and qualification Criteria (i.e., financial and technical capability criteria), they are subject to be disqualified for any of the following reasons:
- 4.13.2.1. Misleading or false representation in the forms, statements and attachments submitted under this tender/RFP.
- 4.13.2.2. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the nonperformance of the bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- 4.13.2.3. Bidder or its associate is blacklisted/barred by any government agency in Sri Lanka or abroad.
- 4.13.3. Failure of any one (or more) of the conditions set forth herein above shall result in rejection of proposal.
- 4.13.4. In addition to the foregoing, in the event a bidder makes an effort to influence MOTH in its decisions on proposal evaluation, proposal comparison or selection of the successful bidder, it may result in rejection of such bidder's proposal.
- 4.13.5. Bidders may specifically note that while evaluating the proposal, if it comes to MOTH knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.
- 4.13.6. Even though the bidder meets the required eligibility and qualification criteria as specified in RFP, it is subject to be disqualified if bidder or any of his/her constituent partner/s, director/s have:
- 4.13.6.1. Made misleading or false representation in the forms, statements, and attachments submitted;
- 4.13.6.2. Been debarred or terminated or blacklisted by the government organization/ provincial council organization/ MOTH/SLTB / Any municipal councils /etc.
- 4.13.6.3. If, any of the directors, partners or the proprietor has a criminal history or
- 4.13.6.4. If, any criminal proceeding is pending in any court of law in Sri Lanka against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.
- 4.14. Governing Law and Jurisdiction**
- 4.14.1. The bidding process shall be governed by, and construed in accordance with, the laws of Sri Lanka and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- 4.15. Documents and Suggestions/Objections**
- 4.15.1. Clarification to RFP Documents
- 4.15.1.1. MOTH will hold two Pre- proposal meetings for the interested parties who have purchased bidding documents to provide clarifications. Their respective time and venue would be informed accordingly.

4.15.1.2. Also, bidders requiring any clarification on the RFP may notify MOTH by email at the address provided in the bidding schedule. They should send in their queries to reach MOTH 7 days prior to proposal opening date.

4.15.1.3. Verbal clarifications and information given by MOTH or its employees or representatives shall not in any way or manner be binding on the MOTH.

4.15.1.4. Not sending Queries/asking clarifications shall not be cause for disqualification of a Bidder.

4.16. Amendment of Bidding Documents

4.16.1. At any time prior to the proposal closing date, the MOTH may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP by the issuance of Addendum/Corrigendum.

4.16.2. Addendum will be informed to all and no individual replies will be given: In order to afford the bidders a reasonable time for taking an addendum into account, or for any other reason, the MOTH may, in its sole discretion, extend the due date of proposal submission.

4.17. Preparation and Submission of the proposal

4.17.1. Language of proposal/Eligibility and Qualification Submissions:

4.17.1.1. The Technical compliance/eligibility and qualification documents and all related correspondence and documents in relation to the bidding process shall be in English language. All supporting documents and printed literature furnished by the bidders with the technical details/eligibility and qualification submission may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the bidder. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail. The bidders shall ensure that any number mentioned in the proposal shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and word format of the number the word format shall be taken into consideration for evaluation.

4.17.2. Format and Signing of proposals

4.17.2.1. The Bidder shall provide all the information sought under this RFP. MOTH will evaluate only those proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional proposals shall be liable for rejection.

4.17.2.2. The submitted proposal documents shall be signed by the authorized signatory of the bidder in each page of RFP. In case of a consortium, this signature shall be that of the authorized signatory. The signature of the authorized signatory shall bind the bidder to the contract.

4.17.2.3. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the proposal shall be initialed by the person(s) signing the proposal. Each page of the proposal must be numbered at the right-hand top corner.

4.17.2.4. The proposal & Price Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:

4.17.2.4.1. By the proprietor, in case bidder is a proprietary firm; or

4.17.2.4.2. By a duly authorized person holding the power of attorney, in case bidder is either a Limited Company or a Corporation or a Partnership firm.

4.17.2.5. In case of the bidder being company incorporated under Sri Lanka companies Act, the power of attorney shall be supported by a board resolution in favor of the person vesting power to the

person signing the proposal. All prices and other information having a bearing on the price shall be written both in figures and words in the prescribed Proposal form. In case of discrepancy, the price given in words shall be considered.

4.17.3. Sealing and Marking of Proposals/ submission

4.17.3.1. Proposals shall be submitted with to MOTHS in sealed envelope at the address and time limits specified in the Bidding Schedule together with.

4.17.3.1.1. RFP Fee.

4.17.3.1.2. Bid security bank guarantee/Money Deposit as mentioned in the RFP.

4.17.3.1.3. Signed copy of RFP including annexures 1-14 (shall sign on all pages)

4.17.3.1.4. Signed copy of addendum/corrigendum (shall sign on all pages).

4.17.3.2. Following shall be superscripted on the Submission of RFP: "Request for Proposal (RFP) - For Selection of supplier for Procurement supply and Maintenance of lot of 50 numbers of 12m fully built air-conditioned electric buses on per kilometer payment basis for SLTB."

4.17.3.3. Physical Submission of the above documents mentioned at 7.3.a shall be made by Hand Delivery or by post to reach MOTHS before proposal closing time.

4.18. Due Date of Proposal Submission

4.18.1. The last date and time of submission of the technical and price proposal ("the "Due Date of Submission") is specified in the table given in bidding schedule.

4.18.2. The MOTHS may, in its sole discretion, extend the due date of submission by issuing an addendum uniformly for all bidders. In such event, all rights and obligations of MOTHS and bidders previously subject to the earlier deadline will thereafter be subject to the due date of submission as extended. Any such change in the due date of submission shall be notified to the bidders by dissemination of requisite information in this behalf in writing and by uploading on MOTHS web site.

4.19. Late Proposals

4.19.1. Bidders not able to make submissions of their Proposal on Proposal Due Date ("Due Date of Submission") shall be summarily rejected.

4.19.2. MOTHS shall not be responsible for non-receipt / non submission of any proposal/ any documents and the bidders are requested to make their submission well in advance.

4.20. Modification and Withdrawal of Proposals

4.20.1. Bidders shall not be allowed to modify any part of their proposal after the proposal due date ("Due Date of Proposal Submission")

4.20.2. The Bidder may modify or substitute its technical and price proposal after submission, prior to the proposal due date.

4.20.3. Any alteration/modification in the proposal or additional information supplied subsequent to the due date of submission, unless the same has been expressly sought for by the MOTHS, shall be disregarded.

4.21. Eligibility and Qualification Criteria

All proposals must be considered responsive as described earlier in order to be considered fit to be evaluated. As a first stage of evaluation for responsive proposals, the eligibility of the bidders shall be evaluated. In case the bidder is a consortium then it must meet additional consortium criteria along with eligibility and qualification criteria specified hereunder. Bidders whose proposals are found to be meeting eligibility criteria and qualification criteria will progress to the next stage of technical and price proposal evaluation.

4.21.1. Eligibility Criteria (Pre-Qualification Criteria)

The following eligibility criteria shall apply to all bidders who are bidding as single bidder or to all members of a consortium:

4.21.1.1. The bidder or and all members of a consortium shall be legally competent to enter into a contract as per prevailing Sri Lanka law, and must be either:

4.21.1.1.1. A company incorporated under the companies act, (as amended or re-enacted or restated, and as notified from time to time), (copy of certificate of incorporation, memorandum and article of the association of the bidder should be submitted) Or

4.21.1.1.2. Partnership firm registered under Sri Lanka partnership act (Copy of registered Partnership Deed should be submitted) or

4.21.1.1.3. The bidder/s or its parent/subsidiary/sister concern from which it seeks to obtain credit for meeting qualification criteria specified in the RFP shall not have been blacklisted by any government agency, or proved to have indulged in serious fraudulent practices by a court of law or an independent commission of inquiry in Sri Lanka or abroad at the time of due date of submission. In this regard, a self-attested anti blacklisting certificate is required to be provided (Annexure-06).

4.21.1.2. The services of bidder should not have been terminated by MOTH or any other government/semi-government or public institution in Sri Lanka or abroad, before the completion of respective contract period for which it has executed the project or in the process of execution of such project, on account of its poor performance, delay or abandonment of work by the bidder. If such instance shall be found by MOTH during proposal process or period thereafter, then MOTH at its sole discretion may reject the bidder or terminate the agreement.

4.21.1.3. A bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified.

4.21.1.4. Consortium is permitted to participate in bidding process. Maximum number of consortium members is limited to four (4) members, with respective qualifications and role as provided for in bidding conditions for Single bidders and consortiums.

4.21.1.5. Only the proposal of the bidder meeting the above eligibility criteria shall be considered for assessment of the next stage of assessment of qualification criteria.

4.21.2. **Bidding Conditions for Single Bidder and Consortium**

Proposals may be presented by Single Bidders or by Consortiums. The following conditions are prescribed for single bidders and for consortiums to participate in bidding:

4.21.2.1. If the proposal is by a Single Bidder, Single bidder can be:

4.21.2.1.1. OEM

4.21.2.2. If the proposal is through a Consortium and OEM is not a member then the lead member shall furnish MAF from any of the OEMs as per **Annexure-12**.

4.21.2.3. Change of ownership of members of consortium is allowed with prior approval from the authority.

4.21.2.4. Any replacement in the non-lead consortium member shall be permitted after one year of successful operations only, provided the replacement of non-lead member possesses qualifying credentials required of a non-lead member having similar role. The exercise will need prior approval of the MOTH. Exit of lead member from any consortium shall not be permitted at any stage during subsistence of agreement.

4.21.2.5. Bidders bidding as consortiums must clearly mention the lead member and non-lead member and their respective roles in the consortium agreement.

4.21.2.6. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the agreement period.

4.21.3. **Qualification Criteria for Bidders and Associates**

Qualification criteria pertaining each of the three criteria can be met by any of the consortia member:

4.21.3.1. **OEM Qualifications Criteria**

4.21.3.1.1. Shall be a registered bus manufacturer with bus manufacturing facilities in their country of origin & should have obtained type certification for the electric bus proposed from relevant national/ international authorities.

4.21.3.1.2. OEM should ensure that at the time of supply of buses, all the buses should satisfy dimension and other criteria required for the Sri Lanka roads.

4.21.3.1.3. The bidder shall possess a net worth equivalent to at least 5 million USD equivalent as on 31st December/March 2022 as per Auditor's certificate and minimum average annual turnover of 2 million USD equivalent for a period of last three years. They should submit a copy of audited balance sheet and profit & loss account statement showing proof of their minimum average annual turnover duly audited by chartered accountant. Aggregating the manufacturing and or financial experience of any associate of bidder for the purpose of meeting the manufacturing, net worth and turnover criteria shall be permitted.

4.21.3.1.4. **Documentary Evidences**

4.21.3.1.4.1. License to manufacture buses and evidence of ownership of bus manufacturing facilities.

4.21.3.1.4.2. Statement from the statutory auditor certifying/ specifying net worth & turnover of the bidder, also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.

4.21.3.1.4.3. Type/model certificate obtained for the offered model of the electric bus.

4.21.3.2. **Service provider/Bidder Qualifications Criteria in Consortium**

4.21.3.2.1. Service provider experience must include planning, managing, and monitoring of day-to-day vehicle scheduling and/or maintenance.

4.21.3.2.2. Participation of a local partner under supervision from an experienced foreign partner would be accepted with necessary details. Aggregating the vehicle maintenance and or operational experience or financial credentials of any associate of the bidder for the purpose of meeting the net worth and turnover criteria shall be permitted.

4.21.3.2.3. **Documentary Evidences**

4.21.3.2.3.1. Statement from the statutory auditor certifying/ specifying the net worth of the bidder, and also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.

4.21.3.2.3.2. Documentary evidence demonstrating experience in bus/electric vehicle/vehicle maintenance shall be produced.

4.21.3.2.4. **Criteria**

4.21.3.2.4.1. In evaluating the qualifications criteria of the bidder herein above, aggregating the financial and technical capability of any associates of the bidder to meet the respective qualifications criteria required of the bidder shall be permitted.

4.21.3.2.4.2. Aggregating the financial and/ or technical capability of any associates of the bidder to meet the respective qualifications criteria required by the bidder shall be permitted;

Associate Definition; ‘Associate Company’ shall mean about the bidder or company which controls the bidder (i.e., Parent) or is controlled by the bidder (i.e., subsidiary), or is under the common control with the bidder (i.e., sister concern) or in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company; ‘Significant influence’ means control of at least 20% of total share capital or business decisions under an agreement.

the term control means and shall include: ‘Control’ shall include the right to appoint a majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. ‘If any company controls 20% of the total share capital of another company by means (directly or indirectly), i.e. Even if the company is directly not holding shareholding in another company but has a control over 20% shareholding of another company will be an associate company for another company

4.21.3.2.4.3. Any claims of credit from an Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the associate firm meets the above definition of the associate firm.

4.21.3.2.4.4. Aggregating financial credentials of any associate of the bidder for the purpose of meeting the financial, net worth and turnover criteria shall be permitted

4.21.3.2.5. Consortium Criteria

4.21.3.2.5.1. OEM shall be a registered bus manufacturer with bus manufacturing facilities in in the country of origin.

4.21.3.2.5.2. Should have a legally validated capacity of manufacturing required electric buses and the bidder shall submit the documentary evidence in support of the same.

4.21.3.2.5.3. Consortium as a whole possess a net worth equivalent to at least USD 5million as on 31st March/December 2022 as per auditor's certificate.

4.21.3.2.5.4. The consortium/bidder as a whole shall have a minimum average annual turnover of USD 2 million for a period of last three years. They should submit a copy of audited balance sheet and profit & loss account statement showing proof of their minimum average annual turnover duly audited by chartered accountant.

4.21.3.2.5.5. Aggregating the ownership and or maintenance experience of any associate of bidder for the purpose of meeting the manufacturing and net worth criteria shall be permitted.

4.22. Evaluation Process

4.22.1. Opening of the Technical Proposals.

4.22.1.1. The MOTH shall open duly submitted proposals/ eligibility and qualification submission received to this RFP, at the time and date specified in the RFP, at the place specified in RFP and in the presence of proposal opening committee.

4.22.1.2. Proposals for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened. The bid bond paid may be refunded but not the cost of RFP paid.

4.22.1.3. The Bidder's names, the presence or absence of requisite RFP Fees, bid bond fees and such other details as MOTH in its sole discretion may consider appropriate, shall be announced at the opening of proposals.

4.22.1.4. The MOTH will subsequently examine and evaluate proposal/ eligibility and qualification submission in accordance with the provisions set out hereunder in this RFP.

4.22.2. Evaluation of the Proposal/ Eligibility and Qualification Submission

The bidders shall be required to furnish documents as listed in this RFP document along with supporting documents. The MOTH shall examine and evaluate the proposal/ eligibility and qualification submission as per the evaluation steps specified below.

4.22.2.1. Responsiveness of the RFP and Timely and proper Submission

4.22.2.1.1. Prior to evaluation of eligibility and qualification submissions of the proposal, the MOTH shall determine whether each proposal is responsive to the requirements of the RFP. A proposal shall be considered responsive only if:

4.22.2.1.1.1. The proposal is submitted properly.

4.22.2.1.1.2. Proposal is accompanied with RFP fee and bid security bond amount as specified in RFP.

4.22.2.1.1.3.The Proposals received by proposal Due Date including any extension thereof pursuant hereto;

4.22.2.1.1.4.It contains all the information (completed in all aspects) as requested in this RFP and/or proposal documents (in the formats same as those specified in the RFP);

4.22.2.1.1.5.It does not contain any conditionality or qualification; and

4.22.2.1.1.6.It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.

4.22.2.1.2.The MOTH reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the MOTH in respect of such proposal.

4.22.2.1.3.Evaluation of eligibility criteria and document checks would be carried out only related to bidders whose proposals determined to be responsive.

4.22.3.Assessment of Eligibility Criteria

4.22.3.1.The MOTH shall examine and evaluate the eligibility of each proposal upon determining its responsiveness as per relevant sub clause above.

4.22.3.2.The bidder must meet eligibility criteria specified in the RFP and have submitted all documents in order to qualify for next stage of assessment. Assessments of qualification criteria shall be carried out only for those bidders whose proposals are meeting eligibility criteria

4.22.4.Assessment of Qualification Criteria

4.22.4.1.The MOTH shall examine and evaluate the qualification of each proposal upon determining its eligibility as per relevant sub clauses above.

4.22.4.2.The bidder must meet qualification and technical criteria as specified in the RFP in order to consider to open the Price Bid by Price Bid Opening Committee.

4.22.4.3.The proposals meeting eligibility, qualification and technical criteria shall be determined to be responsive, shall be declared eligible and qualified proposals (the “eligible and qualified proposal”/ “eligible and qualified bidder”).

4.22.4.4.In case the bidder is not able to submit the documents required demonstrating capability of the bus procurement and/or the bidder is not able to satisfy the MOTH with regards to clarifications/ information/ confirmations sought from the supplier, the MOTH, at its sole discretion, can consider such proposals ineligible for consideration any further.

4.22.4.5.The eligible and qualified bidders, only price bid will be open.

4.22.5.Clarification of proposals and Request for additional/ missing information

Considering pioneering nature of this procurement, during evaluation of proposals, MOTH may, at its discretion, ask the bidder for a clarification or to submit additional or missing information to his proposal. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by MOTH before

the expiration of the deadline prescribed in the written request, MOTH reserves the right to proceed with evaluation process at the total risk and cost of the bidder.

4.22.6. Selection of the preferred bidder

4.22.6.1. Bidders are required to quote per kilometer charges as per indicative price proposal format in (Annexure-11), in respect of cost payable to such bidder by SLTB towards procurement, charging and maintenance of each type of bus. All prices shall be in Sri Lanka Rupees.

4.22.6.2. In case of the proposal of the preferred bidder (i.e., Lowest Bidder) is found seriously unbalanced by MOTH in relation to the market rate or its internal estimate or good industry practice, the MOTH shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in price proposal, from the preferred bidder and/or all bidders to demonstrate the internal consistency of those prices.

4.22.6.3. The MOTH however does not bind itself to accept the most preferred proposal before and it reserves the right to accept or reject any proposal, in whole or in part.

4.22.6.4. The MOTH, shall declare the preferred bidder as the successful bidder if its proposal is most favorable and shall enter into the agreement with the successful bidder. The successful bidder is required to open the project office at respective operations centers and adequately trained and qualified manpower should be deployed for this project.

4.23. Notification of Award

4.23.1. The SLTB will notify the preferred/successful bidder to be confirmed in writing by registered/speed post/email that his proposal has been accepted. This letter (hereinafter called 'Letter of Award/Acceptance') shall furnish the rate per Km (per kilometer charges) which the SLTB will pay to the supplier in consideration of charging and maintenance services as per terms of contract. LOA shall also specify likely bus deployment/delivery schedule.

4.23.2. The notification of award through LOA will constitute the formation of the contract which shall be formalized and detailed further through the concession agreement as executed by the parties.

4.23.3. The Letter of Award (LOA) dispatched through 'Speed Post/ Regd. post/ Fax/courier/email or by hand shall constitute the formation of the contract.

4.23.4. Prior to the expiry of the period of proposal validity, the MOTH shall notify the preferred proposer, by issuance of a Letter of Award (the "LOA"), in duplicate, and the preferred proposer shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgment thereof. In the event the duplicate copy of the LOA duly signed by the preferred proposer is not received by the stipulated date, the MOTH may, unless it consents to extension of time for submission thereof, appropriate the bid security of such preferred proposer on account of its failure to acknowledge the LOA and the next eligible proposer may be considered. The Letter of award shall stipulate the sum of quoted fee and performance security (Security Deposit) which the supplier shall pay/furnish to the MOTH. MOTH shall issue LOA for the number of buses (in the lots allotted to the preferred proposer based on the rate competitiveness) of 12m air-conditioned fully built Electric buses to the supplier.

4.24. Performance Security (PS)

- 4.24.1. The Successful bidder shall furnish performance security bond within 1 months from the date of LOA, in the form of bank guarantee, from a local Bank for an amount equal to Rs 50,000,000 (As furnished hereunder) forming part of the Agreement.
- 4.24.2. If the bidder fails to furnish the performance security within 1 month from LOA, MOTH will forfeit the bid-bond and cancel the contract or any part thereof.
- 4.24.3. MOTH shall be entitled to forfeit the amount of the performance security in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance and obligation in all respects of the agreement as per the provision set forth in the agreement.
- 4.24.4. If the contract is terminated for reasons other than which can be attributable to the successful bidder/supplier, the performance security bond shall, subject to the MOTH right to receive amounts, if any, due from the supplier under this contract, be duly discharged and released to the supplier.
- 4.24.5. The performance security bond shall remain in full force and effect during the entire contract period and 180 days thereof that would be taken for satisfactory performance and fulfillment in all respects of the contract. On the performance and completion of the contract in all respects, the performance security will be returned to the supplier without any interest. Performance security shall be valid for 10½ years from the appointed date.

4.25. Limited Liability Company

In case of consortium, the lead member/preferred bidder shall be requested to incorporate a special project company/limited liability company under the companies act of Sri Lanka, prior to signing of agreement. The lead member/preferred bidder and consortium as a whole shall hold minimum 51% of the paid-up equity share capital at all times during the contract period from the date of signing of the agreement for contract period from the date of signing of the agreement. Any transfer of share capital shall require the prior approval of the MOTH, which shall not be unreasonably denied. Lead member shall hold at least 26% of the paid-up equity share capital. For the avoidance of doubt, the lead member shall during the contract period, hold at least 26% of the paid-up equity share capital.

4.26. Signing of the Agreement

- 4.26.1. The Successful Bidder(s) would be required to execute the agreement, with such terms and conditions as specified in section II of the RFP and any additional terms may be considered necessary by the MOTH at the time of finalization of the agreement. Such agreement shall also have all correspondence (to be discussed and agreed upon separately) between MOTH and the successful bidder and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which MOTH may be required to include as per law or being a publicly owned institution, as per its practices. MOTH hereby reserves the right to modify the terms of the agreement.
- 4.26.2. The signing of the agreement shall be completed within 1 (one) month of the issuance of the Letter of Award to the Successful bidder, duly furnishing the performance security bond
- 4.26.3. In case of failure of the supplier to furnish performance, security bond and enter into an agreement within the time of one month stipulated at sub clause above the LOA given to the supplier stands cancelled and the bid security paid by the supplier will be forfeited.

4.26.4. Expenses for the Agreement

Any and all incidental expenses such as Stamp Duty etc., for execution of the Agreement shall be borne by the successful bidder.

4.27. Annulment of Award

Failure of the successful bidder to submission of performance security as per RFP terms and any other requirements and /or the provisions of the agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

4.27.1. Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to by the successful bidder/supplier and any violation thereof by the supplier may result in termination of the agreement without prejudice to any rights available to MOTH upon such termination as set forth in the agreement.

4.28. Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the MOTH makes official intimation of award/ rejection to the bidders. While the proposals are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the bidding documents, from contacting by any means, the MOTH and/ or their employees/representatives on matters related to the proposals under consideration.

4.29. Monthly Assured Kilometers

4.29.1. The MOTH/SLTB agrees that the deployment plan shall ensure the minimum daily average of 225 kilometers per bus as a lot for a minimum of 26 days during a calendar month,

4.29.2. Monthly assured kilometers will be initiated from the date of operation of all buses or Projects Commercial Opening date of the lot whichever is later.

4.29.3. SLTB has furnished the minimum assured kms, however the e-buses shall operate as per the scheduled kms. Bidders are requested to consider this aspect while submitting their price proposals. Payment will be made as per the actual operation of the lot monthly.

4.29.3.1. If the actual operated kms of lot is less than the minimum monthly assured kms due to SLTB reasons, full amount will be paid for the balance of minimum assured KMs.

4.29.3.2. If the actual operated kms of lot per month is less than the minimum assured kms due to Supplier reasons or force majeure events no payment will be made for shortfall annual assured kms of the lot.

4.29.3.3. If MOTH unable to demand the minimum assured kilometers due to Force Majeure Events, the minimum assured kms of a lot per month will be reduced to the extent of Force Majeure event cancellation.

4.30. Payment to Bidder

4.30.1. In consideration for undertaking the project, the SLTB shall pay the supplier, based on the total distance travelled by each bus, operated by the SLTB ("Bus kilometers") in fulfillment of the supplier obligations duly deducting penalties if any on monthly basis. The fee is inclusive of power consumption charges for e-buses.

- 4.30.2.Route lengths of each schedule will be furnished by SLTB, if the bidder wants confirmation of the route length, a joint survey will be conducted as per SLTB procedure with the successful bidder and the payments will be arranged accordingly. The route lengths of each schedule shall be attested by the successful bidder.
- 4.30.3.Route survey may be conducted either on the request of bidder or SLTB whenever there is permanent deviation of route course. Increase or decrease in kms of operation will be considered for payment on the events of temporary deviation due to exigencies/road blocks.
- 4.30.4.The per kilometer rate finalized will be reviewed every 6 (six) months after one year of supply of the total buses in the lot or project completion date whichever is later, on the basis of variation in energy price fluctuation.

Revised per kilometer rate = Originalper kilometer rate * [1 + (1/3 * % energy price increase)]

4.31. Training

4.31.1.Under skill development supplier shall provide training to the employees of the SLTB, as and when required or if the bidder/supplier requests the SLTB for engaging the SLTB employees and the SLTB agrees for the same the bidder/supplier shall provide training to the staff of the SLTB

4.31.1.1. Employees to be trained per bus shall be as follows:

4.31.1.1.1.Drivers – 2

4.31.1.1.2.Maintenance staff - 1

4.31.1.1.3.All Officers & Supervisors of the respective SLTB depot

4.31.1.2. **Costs of training**

4.31.1.2.1.The Bidder/Supplier shall bear the cost of training, including the faculty and training material

4.32. Confidentiality

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

4.33. Fraudulent and Corrupt Practices

4.33.1.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 herein, the MOTH may reject a proposalwithout being liable in any manner whatsoever to the applicant 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 in the bidding process

4.33.2. Without prejudice to the rights of the MOTH under clause above, if a bidder is found by the MOTH 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, such bidder shall not be eligible to participate in any tender or RFP issued by the MOTH during a period of 2 (two) years from the date such bidder is found by the MOTH 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, as the case may be.

4.33.3. For the purposes of this clause, the following terms shall have the meaning here in after respectively assigned to them:

4.33.3.1. **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions 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 MOTH/TEC/SLTB) who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the contract 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 MOTH, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the contract, any person in respect of any matter relating to the project or the LOA or the contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the MOTH to any matter concerning the project;

4.33.3.2. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

4.33.3.3. **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;

4.33.3.4. **“Undesirable practice”** means

4.33.3.4.1. establishing contact with any person connected with or employed or engaged by the MOTH with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or

4.33.3.4.2. having a conflict of interest; and

4.33.3.5. **“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.

4.34. **Site Visit and verification of Information**

Proposers are encouraged to submit their respective proposals after visiting the SLTB depots and ascertaining for themselves the condition of passenger traffic, location, availability of power, applicable laws and regulations, and any other matter considered relevant by them. It shall be deemed that by submitting a proposal, the proposer has:

- 4.34.1.made a complete and careful examination of the proposal documents;
- 4.34.2.received all relevant information requested from the MOTH;
- 4.34.3. accepted the risk of inadequacy, error or mistake in the information provided in the proposal documents or furnished by or on behalf of the MOTH relating to any of the matters referred to in clause above;
- 4.34.4.satisfied itself about all matters, things and information including matters referred to in clause hereinabove necessary and required for submitting an informed proposal, execution of the contract in accordance with the proposal documents and performance of all of its obligations there under;
- 4.34.5.acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the proposal documents or ignorance of any of the matters referred to RFP provision hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the MOTH/SLTB, or a ground for termination of the contract agreement by the service provider;
- 4.34.6.acknowledged that it does not have a conflict of interest; and
- 4.34.7.Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.34.8.The MOTH/SLTB shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the bidding process, including any error or mistake therein or in any information or data given by the MOTH/SLTB.

4.35. **Conflict of Interest**

A bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest that affects the bidding process, if the relationship between two bidders is established through common holding, either directly or through associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other. The bidder, its member or associate (or any constituent thereof) and any other bidder, its member or associate (or any constituent thereof) have common controlling ownership interest. It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution.

- 4.35.1.1. If a constituent of a bidders is also a constituent of another bidders; or
- 4.35.1.2.Such bidders receive or has received any direct or indirect subsidy from any other bidder/s, or has provided any such subsidy to any other bidders; or
- 4.35.1.3.Such bidders have the same legal representative for purposes of this proposal as any other bidders; or
- 4.35.1.4.Such bidders have a relationship with another bidders, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the proposal of either or each of the other bidders;

4.36. **Non-Exclusive Clause:** MOTH/SLTB reserves the right to induct e-buses as per their requirement owned by itself or any other firm/individual/group/consortiums at any time during the contract period.

4.37. **Miscellaneous**

4.37.1. The bidding process shall be governed by, and construed in accordance with, the laws of Sri Lanka and the courts of Sri Lanka shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

4.37.2. The MOTH, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

4.37.2.1. Suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;

4.37.2.2. Consult with any bidder in order to receive clarification or further information;

4.37.2.3. Retain any information and/ or evidence submitted to the MOTH by, on behalf of, and/ or in relation to any bidder; and/ or

4.37.2.4. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.

4.37.3. It shall be deemed that by submitting the proposal/ eligibility and qualification submission, the bidder agrees and releases the MOTH, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

5. Section III: Technical Specification of Electric Buses Introduction

5.1. MOTH intends to select a supplier for procure, charge & maintain - electric buses, installation of substations & related equipment, electric charging stations including electrical and civil works etc., related to 50nos 12m air-conditioned fully built electric buses with minimum range of 250km after full charge. These Specifications are to outline a bus design that shall be energy efficient, environment friendly, safe and efficient and shall meet the following standards:

5.1.1. Good passenger comfort

5.1.2. Ergonomically designed driver's work area

5.1.3. Ease of repair and maintenance of the bus

5.1.4. Aesthetically designed interiors and exteriors.

5.1.5. Ease of boarding and alighting for all passengers

5.2. The Bidder shall comply with all applicable rules and regulations of the motor traffic department of Sri Lanka (including acts & regulations).

5.3. The bus shall meet all applicable safety norms, emission & other norms applicable at the date of supply. In the event of any conflict between the requirements emanating from these specifications and those as per any statutory/legal requirement, etc. in force, the statutory/legal requirement shall prevail.

5.4. Type/model certificate

5.4.1. Bidder should submit type approval, safety and roadworthiness certificate issued by approved agency/organization for the offered 12m e-bus with respective range as mentioned in technical specifications, along with proposal submissions.

5.5. Design Features of the bus

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

5.5.2. The Electric bus shall have right hand drive.

5.5.3. Apart from the technical specifications mentioned in this part of the document, bus shall be designed and manufactured in accordance with the below specifications -

5.5.4. 'Code of practice for bus body design should meet international and/or specification in the country of origin and compatible with Sri Lankan standards.

5.5.5. "Code of practice for electric propulsion system"- 'battery operated vehicles

- Safety requirements and type approval should meet international/national specification in the country of origin and compatible with available Sri Lankan standards.

5.5.6. The material used in the construction of buses shall be as per automotive industry standards (AIS) specifications and/or other international specifications meeting/surpassing the performance & other requirements. Specifications/standards followed shall conform to the specification/standards as amended /updated or the latest published by the concerned agencies.

5.5.7. The bus shall be so designed to maintain operational stability requirement as per bus code. Interior noise and pass by noise of the vehicle shall conform to BIS: 12832:1989 or latest and BIS: 3028:1998, 10399: 1998 or equivalent respectively.

- 5.5.8.The bus body design shall be a proved design duly evaluated by the agencies authorized for certification. (Certificates in this regard to be submitted as proof)
- 5.5.9.The bus structure shall meet the Requirements of structural strength, stability, deflection, vibration etc.
- 5.5.10.The bus, loaded to Gross Vehicle Weight (GVW), with crush load and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors.
- 5.5.11.The bus shall be designed to carry commuters with ease of boarding and alighting especially for women, senior citizens and specially-abled persons.
- 5.5.12.The bus design shall be eco-friendly and energy efficient.
- 5.5.13.The bus shall be of a proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions as in Colombo and its suburbs and also on other routes proposed.
- 5.5.14.The bus design shall meet all statutory requirements applicable for the Sri Lankan roads. Besides meeting the statutory requirements, the bus shall be designed with respect to its body and different aggregates/systems/subsystems to operate satisfactorily for at least 12 years.
- 5.5.15.Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory requirements must be provided in the offered bus.

5.6. Bus Battery, Charging and Disposal

- 5.6.1.Battery of the bus must have suitable capacity to ensure travelling range of 225km in Colombo and suburban area after overnight charging.
- 5.6.2.Charging equipment provided must be capable of fully charging bus batteries within 5hrs
- 5.6.3.Suitable number of fast chargers must be provided at central locations like Fort bus stand for opportunity charging and for any emergencies.
- 5.6.4.Methodology for recycling or disposal of bus batteries must be detailed by the bidders to meet Sri Lankan regulations and battery manufacturer's instructions.

5.7. Power Train

- 5.7.1.Electric bus shall have adequate power to obtain desired performance with respect to its adequacy of power, acceleration levels etc.
- 5.7.2.Bus should be able to operate efficiently at ambient temperatures of 0-50 deg centigrade, humidity level from 5% to 100% and altitude levels of over 1000 meters of and also other routes as proposed.
- 5.7.3.Cooling system must be reliable and of sufficient capacity

5.8. Air conditioning

- 5.8.1.AC buses shall have air condition unit as part of the fully built bus
- 5.8.2.The relative humidity inside the bus shall be a max of 65% and a minimum of 35%.
- 5.8.3.Ducting for air conditioning shall be so placed such that there is even cooling along the entire length and width of the bus interior.
- 5.8.4.The noise levels of AC system shall be as required under relevant standards.

5.9. Interiors

- 5.9.1.Should be easily washable with proper drainage facility and adequately sealed to prevent ingress of dust, gases, water.

5.10. **Paints**

5.10.1. All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. Details of paints used, surface treatment & preparation, corrosion prevention treatment, base primer coatings, number of paint coats to be applied etc. shall be supplied to the MOTH.

5.11. **Color scheme**

5.11.1. Exterior, interior colour schemes including floor vinyl colour and logo/graphics shall be selected by the SLTB from available designs from the supplier. Information, on the seats, for their reservation for persons with disabilities, women, senior citizens, shall be marked as per the details provided by the SLTB. SLTB logos should be visible on all three sides of bus. SLTB emblem should be on both sides of the bus.

5.12. **Windows**

5.12.1. Minimum Window glass visual light transmittance of 50%.

First aid kit

5.12.2. Provision for a first aid kit shall be provided.

5.13. **Tool kit**

5.13.1. The manufacturer shall provide a suitable tool kit and other mandatory items as per comprising common tools and other essential items required. The complete list of tools in the tool kit to be supplied with every bus shall be supplied by the manufacturer. One hydraulic Jack per bus of a capacity of at least 10 Ton as per design of the bus shall also be supplied.

5.14. **Fleet management, electronic ticketing and passenger information system**

5.14.1. The bus should be fitted with fleet management system, monitoring, electronic ticketing system and passenger information systems.

5.14.1.1. Fleet management system for planning and efficient monitoring of the e-bus fleet

5.14.1.2. Passenger Information System (PIS) –Automatic next stage announcement audio and video and through public announcement system provided at the driver

5.14.1.3. Electronic ticketing system for the fare collection from the electric buses

5.14.1.4. Vehicle Health monitoring and diagnostics (VHMD)

5.14.1.5. Real time information system with expected time of arrival announcements. (optional)

5.14.1.6. Emergency alarming system (Panic buttons)

5.14.2. **Electronic route destination display system**

Alphanumeric Dual Display Technology colored electronic route display system of high intensity illumination with automatic brightness control along with audio, video display system in English, Sinhala and Tamil shall be installed at the front, side, rear and in saloon of bus as per the following details.

5.14.2.1. **Front Destination Board**

There shall be a display of destination with options in Sinhala/Tamil/English along with route number in alpha-numeric and via route information in alphabets. The display system shall be accommodated within the minimum size specified in the bus code. The display should be fixed type. The display shall be clearly visible in all weathers at a distance of up to 50 meters.

5.14.2.2. **Side Destination Board and Rear Destination Board**

There shall be a scrolling display of destination in Sinhala, Tamil & English alternating with fixed route numbers in alpha-numeric and via route information in alphabets. Simultaneously, the route number, destination along via route shall be announced audible to the passengers at bus stops. The system shall be operated with inbuilt software for the above purposes, to enable the driver to change the destination when needed. The audio messages and the video display shall be clearly audible/visible in all weathers at a distance of up to 50 meters.

5.15.CCTV cameras

5.15.1.Three hi-resolution CCTV cameras and one reverse camera to be installed in the buses. These hire resolution CCTV cameras shall be installed each one facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & forth one in the passenger compartment.

5.15.2.4 or 8 channel (as required) minimum 2 TB DVR for recording and storing one month's data shall be provided.

5.16. Charging Stations

5.16.1.The charging equipment must be CE Certified.

5.16.2.The charging equipment before delivery should be type tested as per relevant international/ acceptable country standards.

5.16.3.AC charging stations shall comply with the requirements as specified IEC 61851-22 or equivalent;

5.16.4.DC charging stations shall comply with the requirements as specified in IEC 61851-23 or equivalent

5.16.5.As and when technology changes Operator has to upgrade to the latest technologies so as to meet the industry standards towards interoperability of chargers. (This is desirable)

5.17. Other Requirements

The Bus shall be energy efficient, environment friendly, commuter friendly, safe and secure for mass transportation of passengers. Bidder shall comply with the following minimum technical specifications and other requirements

5.17.1.The buses shall be pure electric air-conditioned buses. They shall be operated on electrically charged batteries.

5.17.2.Batteries shall be of high quality and quick chargeable with flame proof technology for passenger safety, validated by recognized third party testing center.

5.17.3.Recycling of the bus batteries must be undertaken by the supplier as per manufacture recommendations in accordance with Sri Lanka environmental regulations. Method must be detailed.

5.17.4.The 33 KV or 11 KV substations & related equipment and charging stations including related electrical and civil works shall need to be provided by the supplier under this Contract as per the requirement of the buses. (Proposal to be provided for fast & slow charging along with no. of chargers and locations).

5.17.5.SLTB would provide the space for setting up of the infrastructure of the substation and charging stations and associated accessories to the bus supplier. Charging facility/charging stations to be provided by the bidder.

- 5.17.6. The supplier shall ensure ready stock of critical components such as battery, motor etc. so that the daily operation of buses is not affected and the maintenance work can be easily done.
- 5.17.7. Weight of the battery will have to be provided along with the gross vehicle weight of the bus.
- 5.17.8. Top speed of the vehicle should not be less than 75-80 kmph. Suitable speed governance mechanism to be fixed in bus.
- 5.17.9. Turning radius of the buses to be specified and must meet Sri Lanka regulations.
- 5.17.10. These electric buses shall comply with the notion of zero emission and tests clearances certificates should be submitted by the supplier to the MOTD.
- 5.17.11. Supplier has to provide training to the drivers and other personnel.
- 5.17.12. **Trial Performance:** The Bidder should arrange for trial operation of offered electric bus with all mandatory technical specification as per RFP

Annexure– A

SLTB Deployment Proposal for air-conditioned battery electric buses.

No.	Night parking Depot	City/Route	No of Buses	Trip km	Daily trips/bus	Daily km/bus
1	Moratuwa/Negombo	Moratuwa-Fort-Negombo	10	60	04	240
2	Kadawatha	Kadawatha-Fort-Homagama	10	66	04	264
3	Kesbawa	Piliyandala-Fort-Piliyandala	05	40	06	240
4	Nittambuwa	Hanwella-Battaramulla-Kollupitiya	05	37	06	222
5	Panadura/Thalangama	Pandura-Kottawa-Battaramulla	05	42	06	252
6	Homagama/Maharagama	Makumbura-Battaramulla-Fort-Nugegoda-Makumbura	10	58	04	232
7	Nittambuwa	Nittambuwa-Borella-Bambalapitiya	05	44	04	196
8		Total fleet	50			Avg 238.2

- Daily guaranteed minimum number of kilometers is assured for the lot of 50nos and would be paid on monthly basis and not for individual buses. Payments would be made for actual monthly operated kilometers of the lot subjected to minimum of monthly guaranteed kilometers.
- ** Bus deployment plan is based on SLTB info.
- *** Further details can be obtained by bidders during site visits and through clarification as necessary.

Documents to be submitted by Bidder

Annexure-1

Cover Letter

{On bidder's letterhead/ Lead member in case bidder is a consortium} (Bidders are required to fill up all the blank spaces in this proposalproforma and its enclosures.)

Dated:

To,

Secretary

Ministry of Transport & Highways

Sethsiripaya Stage II, 7th floor

Battaramulla

Sub: Submission of proposalfor Request for Proposal (RFP) for selection of supplier for procurement, charging and maintenance of 50 numbers of fully built 12m air-conditioned electric buses on per kilometer rate basis for SLTB.

Dear Sir/Madam,

1. Having examined the 'Instructions to Bidder', scope of services, terms and conditions, annexure and content of the RFP, we undersigned, hereby submit our proposalfor the aforesaid project. Our proposalis unconditional.
2. We are bidding as consortium. The names of our consortium members are as follows: (Please provide names)

OR

We are bidding as single bidder.

3. We acknowledge that the MOTH will be relying on the information provided in the proposaland the documents accompanying such proposalfor pre-qualification of the bidder for the aforesaid project, and we certify that all information provided in the proposal/eligibility and qualification submission is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such proposalsare true copies of their respective originals.
4. We shall make available to the MOTH any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. We acknowledge the right of the MOTH to reject our proposalwithout assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to proposal for the project, without incurring any liability to the bidders.
7. We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the MOTH of the same immediately.
8. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the APSRTC in connection with the selection of selection of the bidder, or in connection with the selection/ bidding process itself, in respect of the abovementioned project and the terms and implementation thereof.
9. We agree and undertake to abide by all the terms and conditions of the RFP document.

For and on behalf of Signature

Name Designation
Bidding Organization / Lead Member Date

Place

Round Stamp/Seal

Name of Non lead member organization in case it is a consortium:

Annexure 2

General Information of Bidder

{On bidder's letterhead} [All Consortium members should provide in case Bidder is a Consortium]

(1) Bidders name and contact details.

Name of the Bidder Organization:

Nature of Entity (company /partnership/Proprietorship, etc.): Address of Registered Office:

Phone and E-mail:

Main Line of Business with experience:

Details of top ten shareholders / partners along with their share (if information of this nature is not already present in Annual Reports shared)

(2) Bus Manufacturer related Documents

i.Registration Certificate of Factory and License for manufacturing of Buses ii.Evidence of bus manufacturing facilities iii.Quality Certificate (from reputed/ recognized Firm) - Certificate No. - Date of Validity iv.Details of Safety Critical Items with their Type Approval Certificate No. and Date

(wherever applicable)

v.Quality Management System Certification (e.g., ISO: 9001-2000)

vi.Quality System Certification (e.g., ISO: 16949-1999)

vii.Environment Management Certification (ISO:14001-1996)

viii.ISO certification, ix.Capabilities/Preparedness may be verified through Site visit.

(3) Any Technology Partner related Documents

Registration Certificate of Factory and License for manufacturing of Batteries/Electric System, Quality System Certification, Environment Management Certification

(4) Copy of the Registration of the bidder (Certificate of Incorporation, Memorandum of Article, Article of Association, Partnership Deed, etc. as may be applicable) (to be attached separately).

Annexure 3

Financial Capability Statement

On Statutory Auditor's letterhead} [In case of Consortium, all members should provide Net worth Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s.-

--

The Net worth* of the bidder (name of the Bidder) as on [] as per Audited statement is as follows;

Year (as mentioned in or equivalent) *	Net worth (USD)**		
	Bidder	Associate	Total
31st March/December,2022			

*To be provided from latest available Audited statement. Audited Annual Report to be attached.

** for the purpose of Net worth calculation, it is defined: Net worth*: = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets) (Signed and Sealed by the statutory auditor)

ENCL.

- (1) Copy of latest available Audited Annual Reports for last three years as applicable or as per Financial Year/Calendar Year followed by the bidder firm.
- (2) Document showing relationship of Bidder with the Associate.

Annexure 4

**Undertaking for Bus service and maintenance Experience (service provider)
{On bidder's letterhead}**

[service provider either as part of consortium shall provide experience statement and evidences. If other members of consortium may also provide experience statement and evidence if it has relevant bus service & maintenance Experience.]

I hereby declare that our company/firm has experience of service and maintenance of following no of buses through service provision or ownership & maintenance.

For service and maintenance experience for required no. of Buses				
Period of experience	No. of passenger buses/ electric vehicles maintained by the bidder	No. of passenger buses/ electric vehicles maintained by the bidder	Total	Relationship with the associate as per the definition provided in the RFP

- I. Document showing relationship of Bidder with the Associate.

Annexure 5

Bus Manufacturing Experience

- i. Details may be given for all types of buses supplied by bidder in past five years.
- ii. Details are to be furnished for the supplies made by the bidder or its principal in three years prior to the year in which the date of opening of proposal falls.

s. No.	Contract placed by (full name & Address of Organization)	Contract No. & Date	Description and Quantity of Buses Ordered	Date of Completion of Delivery (as per Contract)	Documentary evidences (Purchase Order/ Letter of Award / Bus or Chassis Purchase Agreement / work
1	2	3	4	5	6

*: Copy of the documentary evidences, signed by the Authorized Signatory shall be attached.

SIGNATURE AND SEAL OF THE BIDDER/BUS MANUFACTURER

Annexure 6

No Blacklisting Certificate

{Notarization is required}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)

[All Consortium Members should provide in case Bidder is a Consortium]

No Blacklisting Certificate

M/s (Name of the Bidder), (the names and addresses of the registered

office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate (insert "Associate" in case Bidder is taking credit for meeting qualification criteria) as defined in RFP are not barred by Government of Sri Lanka / any other entity of government or blacklisted by any provincial council or Local Government Agency in Sri Lanka or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium for last one year from (Proposal Due Date) We further confirm that we are aware that our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of , (Year).

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 7

Statement of Deviation from Technical Specifications

We hereby state the deviations from the Bus Technical Specifications in our offer. We understand that the MOTH has the right to discuss these deviations with us before finalization of the proposal and before final proposal awarding. We understand and accept that in the event of material deviation, our proposal is likely to be rejected.

S. No.	Technical Specification Clause Reference and Provision	Deviation proposed	Rationale thereof

Signature and Seal of the Bidder

Annexure 8

Format of Power of Attorney for Authorized Signatory to Proposal

(Applicable in case of proposal not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/ Director/ Partner Authorizing Signatory.

{On Requisite Stamp Paper} [All Consortium Member should provide in case Bidder is a Consortium]

Know all these presents that we, [Name of the Company/partnership firm], a company incorporated under the Companies Act,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at [Address of the Company/partnership firm] (Hereinafter referred to as "Company/firm"):

WHEREAS in response to the Request for Proposal (RFP) for selection of supplier for supply, charging and maintenance of 50 numbers 12m fully built air-conditioned electric buses on Gross Cost Contract basis for SLTB. As per the scope of work specified in RFP, the Company/ firm is submitting proposal comprising eligibility and qualification submission for the project, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr./Ms. ----- S/o ----- resident of----- -, holding the post of as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____[name of the company/firm] do hereby nominate, constitute and appoint [name & designation of the person] as it's true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the company/ firm in its name and on its behalf, that is to say:

To act as the company's/firm's official representative for submitting the proposal comprising eligibility and qualification submission for the said project and other relevant documents in connection therewith;
To sign all the necessary documents, papers, testimonials, proposals, representations and correspondence necessary and proper for the purpose aforesaid;

To RFP/proposal documents, receive and make inquiries, make the necessary corrections and clarifications to the proposal and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the company/partnership firm as necessary for the purpose aforesaid

The common seal of [name of the company/ partnership firm] was here unto affixed pursuant to a resolution passed at the meeting of committee of directors held on —

Day of —in the presence of

[Name & designation of the person], [name & designation of the person]

and countersigned by [name & designation of the person] of the Company/firm of [name of the company]

[Name & designation of the person]

Annexure9

Format of Power of Attorney to Lead Member of Consortium

{To be provided in case Bidder is a Consortium}

{On requisite stamp paper}

Whereas the ministry of transport and highways of Sri Lanka (the

“MOTH”) has invited proposals from interested parties for the (Name of the RFP) (the “project”).
Whereas, -----and (collectively the “Consortium”) being members of the consortium are interested in bidding for the project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the project, and whereas, it is necessary for the members of the consortium to designate one of them as the lead member with all necessary power and MOTH to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s proposal for the project and its execution.

We, M/shaving our registered office at , and

M/s , having our registered office at , and

(Hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s , having its registered office at, being one of the members of the consortium, as the lead member and true and lawful attorney of the consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the attorney (with power to sub- delegate) to conduct all business for and on behalf of the consortium and any one of us during the bidding process and, in the event the consortium is awarded the contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its proposal for the project, including but not limited to signing and submission of all applications, proposals and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the proposal of the consortium and generally to represent the consortium in all its dealings with the MOTH, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the consortium’s proposal for the project and/ or upon award thereof till the agreement is entered into with the MOTH. and hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ consortium.

IN WITNESS WHERE OF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS..... DAY OF....., 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title) (Executants)

(To be executed by all the Members of the Consortium)

Accepted

(Signature, name, designation and address of the Attorney)

Witnesses:

1.

2.

Annexure 10

Joint Bidding Agreement for Consortium

{On Requisite Stamp Paper} (To be provided by Consortium)

The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the followings:

- (1) Convey the intent to Consortium Agreement as per Chapter- II of RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator as per Agreement terms, in case the Project is awarded to the Consortium;
- (2) Clearly outline the proposed roles and responsibilities, if any, of each member
- (3) Tenure of Joint Bidding Agreement (ATLEAST TILL Proposal Validity Period)
- (4) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project during Contract Period.
- (5) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- (6) No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period, in case the Project is awarded to the Consortium.

Annexure 11

Submit in the separate envelop as sealed Price Bid with Technical Proposal

A. Per kilometer rate requested for a offered bus with daily minimum guarantee of 225km usage by SLTB (LKR per kilometer):

B. Project cash flow calculation for the deployment of 50 number of air conditioned fully built electric buses for 10year contract period under this procurement.

- 1 Depreciation Cost for Bus
- 2 Depreciation Cost for Battery/Charging stations, related power equipment
- 3 Manpower Cost
- 4 Energy Expenses
- 5 cleaning, Repair and Maintenance Cost
- 8 Financing/Interest Cost
- 9 Other Cost (Water, Electricity and other overhead cost etc., pl specify)
- 10 Profit
- 11 Any other (please indicate)
- 12 Base Rate (Total of 1 to 11)

C. Bill of Material (Cost of components of e-bus: (Amounts in Rs)

No	Item	Unit cost	Total unit cost
1.	Battery		
2.	Traction Motor		
3.	Rear axle		
4.	Front axle		
5.	Air suspension		
6.	Transmission (if provided)		

7.	Steering & Vane pump		
8.	AC unit		
9.	Body cost		
10.	Air Compressor		
11.	Multiplex wiring harness and related		
12.	ITS related (LED boards, ICU, OBITS CC cameras)		
13.	Seats		
14.	Any other		
15.	Total cost of bus unit offered		

Annexure – 12

Manufacture Authorization Form (MAF)

(To be submitted by bidder if OEM is neither part of the consortium or not a single bidder)

MEMORANDUM OF UNDERSTANDING

M/s., having a company incorporated under the companies Act, and having its registered office at , (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators, legal representatives, and permitted assigns, of First part;

AND

M/s., having, a company incorporated under the companies Act, and having its registered office at, (Which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators, legal representatives, and permitted assigns, of Second part.

WHEREAS

- A. The party of First part is in the business ofand meeting the eligibility criteria as mentioned in the tender document issued by ministry of transport and highways to act as an “supplier” and shall abide by the terms & conditions of said contract during the entire contract period.
- B. The party of Second part is in the business ofand meeting the eligibility criteria as mentioned in the tender document issued by MOTH, to act as an “OEM” and shall abide by the terms & conditions of said contract during the entire contract period.
- C. MOTH intends to deploy AC electric buses in Colombo and its suburban areas and accordingly, it invited the proposals for hiring of 50 air-conditioned electric buses (“Buses”) on Gross Cost Contract Model (per kilometer rate basis) for facilitating public transport on the specified routes in Sri Lanka (herein after called as contract) for 10 (Ten) Years (contract period).
- D. The party of First part is in desirous to participate in the proposal as a [Single Bidder/Lead Member of Consortium] floated by MOTH and shall act as supplier for the said Contract and shall procure the Electric Buses from the party of Second part, acting as an “OEM”, if it succeeds in the proposal and upon award of the Letter of Award (LOA) for the said Contract.
- E. The party of Second part, shown their interest to supply Electric Buses [charging infra & its related equipment and compact sub-stations] as an “OEM” to the operator for the said Contract.

The party of First part and Second part are hereinafter individually referred as to the “Party” and collectively “Parties” Now therefore on the term that the Party of First part shall act as “service provider” and party of Second part to act as an “OEM” for the entire contract period floated by MOTH for hiring of

AC electric buses (“Buses”) on Gross Cost Contract Model for facilitating public transport on the specified routes in Sri Lanka, the Parties are desirous to execute this Memorandum of Understanding (MOU) with the intention of both being legally bound, and accept the following terms and conditions:

1. PURPOSE:

The parties to this MOU mutually agreed for the following:

a) The party of First part shall act as service provider for the entire Contract and shall abide by the following:

- i. Be responsible for maintenance/repair/charging as per Contract
- ii. Finance the project and be responsible for arranging the required debt funding for execution of the contract and also provide Performance Security Bank Guarantees (PS) and any other Bank Guarantee under the Agreement to be entered between MOTH & Service provider wherever required in respect of execution of contract.
- iii. Be responsible for obtaining all statutory approvals and comply with all other applicable laws iv.
Be responsible for manpower arrangement and comply with various statutory Acts.

v. Be responsible for day-to-day supply of fully charged buses as per SLTB operation plans and management of contract as per the RFP requirements.

vi. Be responsible for all other things as may be required to meet contractual obligations except obligations provided under relevant clauses applicable.

vii. The party of Second part shall act as an OEM during entire contract period as per the terms conditions of the Agreement to be entered in between MOTH & the party of First part and shall abide by the following:

- a. Shall be responsible for manufacture and Supply of Electric Buses [charging infra & its related equipment and compact sub-stations] as per the specifications offered in the proposal against the RFP.
- b. Shall be responsible for all Type Approvals related to the e-bus [charging infra & compact substations]
- c. Shall be responsible for technical support, supply of materials/ spare parts/ units/ aggregates related to the electric buses [charging infra & compact sub-stations] supplied.
- d. Shall be responsible for providing maintenance throughout the Contract.
- e. In case of suspension/termination of the party of first part, shall continue its obligations under this sub-clause to the new service provider who shall have obligation provided under clause 1.a

2. DURATION

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect till the entire Contract Period, if contract is awarded to the Party of the First Part or till award of contract to any other bidder.

3. AMENDMENT/MODIFICATIONS

The obligation of the parties has been outlined in this MOU agreement. However, during the operation of the agreement / entire Contract Period, circumstances may arise which call for alteration or modifications of this MOU Agreement. These modifications/alterations will be mutually discussed, agreed upon in writing and with prior approval of MOTH.

4. GOVERNING LAW AND DISPUTE RESOLUTION

The laws of Sri Lanka shall govern this Agreement. All parties irrevocably submit to the exclusive jurisdictions of the Courts in Sri Lanka, for any action or proceeding regarding this Agreement.

5. NOTICES:

Any notice of other document permitted or required under this Agreement will be deemed to have been adequately and properly effected if sent by registered mail or delivered and received by hand / registered post at the following respective addresses:

In witness whereof, the Members hereto have executed this MOU in (copies) identical counter parts each of which shall be deemed as original.

For & on behalf of

(First Party)
Name
Designation
Date:
Seal:

(Second Party)
Name
Designation
Date
Seal

WITNESS 1

WITNESS 1

Annexure 13

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

{On Statutory Auditor's letterhead}

[In case of Consortium, all members should provide MAAT Certificate]

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

Financial Year Turnover

LKR/USD million

LKR/USD million

 LKR/USD million

CHARTERED ACCOUNTANT:

(Signature with Seal) My Membership No: Address:

Annexure– 14

Vehicle Delivery Schedule

No	No of units	Delivery date
1		
2		
3		
..		
..		
	Total	

**The vehicle delivery schedule will be furnished to the successful bidder as per the assured delivery capacity of the bidder. Delivery date from the date of signing contract agreement for this procurement with the SLTB.

Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*¹

Beneficiary: The Chairman, SLTB, No: 200, Kirularoad, Narahenpitiya. Colombo-05, Srilanka.

Date: *[insert date (as day, month, and year)]*

Bid Security No.: *[insert number]*

We have been informed that *[insert name of the bidder]*. (Hereinafter called "the Bidder") has submitted to you proposal dated *[insert date (as day, month, and year)]*. (Hereinafter called "the proposal ") for the execution of *[insert name of contract]*. under Invitation for proposal No. *[insert IFB number]*. ("the IFB").

Furthermore, we understand that, according to your conditions, the proposal must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words][insert amount in figures]*. upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the proposal conditions, because the Bidder

- (a) Has withdrawn proposal during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) Having been notified of the acceptance of proposals by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

. *Authorized signature(s) and bank's seal (where appropriate)*

-- Note --

In case of a joint venture, the bid security must be in the name of all partnersto the joint venture that submit the bid.

Performance Security

Bank's name, and address of issuing branch or office¹

Beneficiary: *insert name and address of the purchaser*

Date:*insert date (as day, month, and year)*

Performance Guarantee No.:

We have been informed that *name of the supplier*. (hereinafter called "the Supplier") has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of goods and related services*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we *name of the bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words*². (*. amount in figures.*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of³, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.⁴

.....
Signature(s) and seal of bank (where appropriate)

-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.