

**Authorization of Manufacturers
For Marketing & Distribution of
Battery Operated Vehicles
(BOVs) Low speed & High speed
Two wheelers with advance
battery in Gujarat State under
GEDA Subsidy scheme Year
2019-20**



**Gujarat Energy Development Agency
Climate Change Dept., GoG)**

4th floor, Block No: 11-12, Udyog Bhavan, Sector-11,
Gandhinagar – 382 017, Gujarat, India
Phone: 079 – 23257251 – 530: , Fax +91 79 23247097,
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**Gujarat Energy Development Agency, Gandhinagar
(Climate Change Dept., GoG)
Notice for Expression of Interest (EOI)**

Gujarat Energy Development Agency (GEDA) invites EOI for “Authorization of Manufacturers for Marketing & distribution of Battery Operated Vehicles with advance battery (Low Speed & High Speed Two Wheelers)” in Gujarat State under GEDA BOV scheme with State Govt. Subsidy for the year 2019-20 from interested reputed Manufacturers only.

The detailed Offer Document has been uploaded on GEDA website www.geda.gujarat.gov.in Company satisfying the Offer Evaluation Criteria of this document will qualify for the Authorisation up to 31st March, 2020. Interested parties are required to download the Offer document through GEDA Website and submit hard copy of the same in spiral bound document to GEDA along with all the details as given in the Offer Document. Interested reputed Manufacturers should submit their offer with non-refundable **Processing Fee** and **Earnest Money Deposit** in separately drawn DD in favour of Gujarat Energy Development Agency payable at Gandhinagar. The detail schedule for the EOI is as follows:

Sr. No.	EOI for :	Processing Fee (Rs.)	EMD (Rs.)
A	Authorization of Manufacturers for Marketing & distribution of Battery Operated Vehicles with advance battery (Low Speed & High Speed Two Wheelers) for the year 2019-20 in Gujarat State	10000/-	100000/-
Sr. No.	Schedule	Date	Time
1.	Downloading from GEDA website Start Date	22.07.2019	11.a.m.
2.	Last Date of Physical Submission of EOI in GEDA Office	06.08.2019	1 p.m.
3.	Offers Opening at GEDA Office.	06.08.2019	3 p.m.

Director, GEDA reserves the right to reject any/all EOI without assigning any reasons thereof.



Director
Gujarat Energy Development Agency
4th Floor, Udyog Bhavan, Block No. 11, 12, Sector 11, Gandhinagar - 382 017,
Ph: 079-23257251-54, Fax: 079-23257255, www.geda.gujarat.gov.in

(Sign. & Stamp of the Manufacturer)



Gujarat Energy Development Agency

4th Floor, Block No:11-12, Udyog Bhavan, Sector - 11
Gandhinagar 382 017
Gujarat, India
Phone: (079) 23257251-53

1.0 Letter Inviting Offer

Ref. No. GEDA/DIR/BOV/EOI/19-20

Date : 22.07.2019

To,

Sub: Authorization of Manufacturers for Marketing & distribution of Battery Operated Vehicles with advance battery (Low Speed & High Speed Two Wheelers) for the year 2019-20 in Gujarat State

Gujarat Energy Development Agency – A State Nodal agency of Govt. of Gujarat invites offers for “Authorization of Manufacturers for Marketing & distribution of Battery Operated Vehicles with advance battery (Low Speed & High Speed Two Wheelers) in Gujarat State under GEDA BOV scheme with State Govt. Subsidy for the year 2019-20 from interested reputed Manufacturers only.

Offers are invited from Manufacturers having adequate infrastructure facilities for manufacturing, marketing and to provide prompt & reliable after sales service and satisfying criterion as per the Offer Evaluation Criteria (OEC) of this document. Offers received from Manufacturers having good reputation in the market will be exclusively taken in to consideration. Offers received from others will not be taken in to consideration and will be summarily rejected.

Offers submitted should be accompanied by an **Earnest Money Deposit of Rs.100000/-** in the form of Demand Draft drawn on any Nationalised Bank or any other banks as per **Annexure-V**, in favour of Gujarat Energy Development Agency payable at Gandhinagar. Offers received without requisite Earnest Money Deposit will be summarily rejected.

Offers are to be submitted should be

Containing original document duly signed and sealed on every page, Earnest Money Deposit in the prescribed form, details of manufacturing & infrastructure facilities as per the document, Technical Specifications and Brochures of the models proposed, Documents in support of Offer Evaluation Criteria, any other documents/ papers in support of claims made by the party

Schedule of Rates for each model of BOV as per the Performa attached in the offer document.

(Sign. & Stamp of the Manufacturer)

Offers submitted by the Manufacturer should be valid up to **March 31, 2020**.

Sealed offer with all required details duly super scribed on the envelop as “**EOI for Authorization of Manufacturers for Marketing & distribution of Battery Operated Vehicles (Low Speed & High Speed Two Wheelers) for the year 2019-20**” should reach to The Manager (A & A), GEDA on or before **6.8.2019, 1 p.m.**

Offers received shall be opened on **August 06, 2019** at **3 p.m.** at GEDA's office.

The offer documents downloaded from website & submitted duly accompanied by prescribed processing fee & E.M.D. in the form of Demand draft drawn on any Nationalized Bank or any other banks as per **Annexure-V**, in favour of **Gujarat Energy Development Agency** payable at Gandhinagar. Offers received without requisite Processing Fees will be summarily rejected.

GEDA may at its discretion change the date & time of opening of the offers without assigning any reasons thereof. In the event of any change in the schedule, the same shall be communicated to you in time.

Director, GEDA reserves the right to reject any/all offers without assigning any reasons thereof.

Yours faithfully,

S.Chhakchhuak
Director

(Sign. & Stamp of the Manufacturer)

2.0 CHECK LIST

To ensure that your offer submitted to GEDA is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your offer:

Sr. No.	Description	Attached	Not Attached
1	Processing Fees & Earnest Money Deposit in the prescribed form		
2	The Offer document duly signed & sealed on every page, as a confirmation of acceptance of the terms & conditions of the document.		
3	A valid "ARAI OR ANY OTHER AUTHORIZED GOVT.OF INDIA INSTITUTION" test Certificate for all the low speed & high-speed models offered. RTO Certificate/Clearance for high speed models		
4	Details of similar work done in last three years along with copies of the orders and certificates from the customers, their address phone/fax as per the Offer Evaluation Criteria and as per Annexure – I of the offer document		
5	Details of Technical & Marketing staff available (Brief Bio data of key Personnel be given) as per Annexure – II of the offer document		
6	Technical details and specifications highlighting salient features of the models offered		
7	List of Authorized dealers supported with agreement & photographs of Dealer Showroom/office		
7	Declaration of the Manufacturer about any relatives working with GEDA or its mother Dept.as per Annexure – III of the offer document		
8	Deviation, if any, from the specifications, terms & conditions etc. (Annexure – IV)		
9	Whether validity of your offer is confirmed as per the offer document		

DETAILS OF EARNEST MONEY DEPOSIT ATTACHED

S.No.	Description
1	Earnest Money Deposit Earnest Money Deposit of Rs. _____/-, submitted in the form of Demand Draft/ Banker's Cheque, drawn on _____ Bank, _____ Branch, bearing DD/BC No. _____ dated _____ is attached herewith.

DETAILS OF PROCESSING FEES ATTACHED

S.No.	Description
1	Processing fees of Rs. _____/- , submitted in the form of Demand Draft/ Banker's Cheque, drawn on _____ Bank, _____ Branch, bearing DD/BC No. _____ dated _____ is attached herewith.

(Sign. & Stamp of the Manufacturer)

3.0 GENERAL INFORMATION ABOUT THE MANUFACTURER

1.	Name of the Company	
1a.	Postal Address	
1b.	Telephone/Fax no	
1c.	e-mail address & URL	
2	Type of Company Attach Proof of Company Registration along with a copy of the Partnership Deed/ Article of Association and Memorandum of Understanding, Manufacturing license	Proprietorship / Partnership / Private Limited / Public Limited
3	Name and designation of the representative of the Manufacturer to whom all reference shall be made to expedite technical co-ordination	
4	Amount and reference of the Earnest Money Deposit deposited.	
5.	Factory Address	
6a.	Factory Telephone/Fax no	
6b.	Factory e-mail address	
6c.	Floor area of the factory	
6d.	Manufacturing facilities (a list of machinery be enclosed)	
7	Name and address of the Indian/Foreign collaborator(s)if any.	
8	Offer submitted in Technical Collaboration / Joint Venture with a foreign Company? if yes, give details of such JV.	

(Sign. & Stamp of the Manufacturer)

9a.	Details of Technical Staff available. Please furnish information as per Enclosed Annexure II	
9b.	Details of workmen on muster roll Skilled / semi-skilled / unskilled	
10	List of components manufactured by the company at their factory	
11	List of components sourced from outside / other agencies	
12	Details of Marketing & after sales service network of the company <ul style="list-style-type: none">• No. of marketing personnel• No. of Authorized dealers with 3S facilities in Gujarat State (A list with contact information supported with copy of Agreement on 100 Rs. stamp with Dealers should be positively enclosed)	
13	Details of previous work experience with GEDA, if any <ul style="list-style-type: none">• EVs supplied under GEDA / FAME Scheme• EVs supplied without GEDA / FAME Scheme•	
14	Has the company/firm to pay arrear of income tax? If yes up to what amount	
15	Has any Govt. Dept./ Under-taking ever debarred the company/ firm from executing any work?	
16	Reference of any other information attached by the company (give details of attachment)	

4.0 INSTRUCTIONS TO THE MANUFACTURER

- A.1** Offer should be submitted complete in all respect with all schedules, documents etc. of the EOI document issued by GEDA.
- A.2** Offers shall be received up to the date and time as mentioned in the EOI notice.
- A.3** GEDA reserves the rights to reject any or all the Offers or accept any Offer in total or in part or may divide the work among various Manufacturers, without assigning any reason thereof.
- A.4** Offers should be accompanied with requisite Earnest Money Deposit (EMD). Any Offer not accompanied by Earnest Money Deposit (EMD) shall be disqualified and no further consideration shall be given to such Offer. Manufacturers may note that no relaxation in this regard shall be made. Manufacturers having valid registration with **MSE** for the required item and subsequent registration with **CSPO/NSIC** will be **exempted** from depositing the EMD. NSIC/ MSE registration for other than required item will not be taken in to consideration and in such case; manufacturer will be required to submit requisite EMD with their offer.
- A.5** Earnest Money Deposit (EMD) of unsuccessful bidders shall be returned back upon finalization of authorization. Earnest Money Deposit of successful bidders will be retained as Security Deposit.
- A.6** Validity of the offer should be at least up to **March 31, 2020**. Without this validity, the Offers shall be rejected.
- A.7** Before submission of the Offer, Manufacturers are required to make themselves fully conversant with the scope of the work, technical requirements and specifications, etc., so that no ambiguity arises on a later date in this respect. **Manufacturer in broader sense means a company established and registered under the Companies Act with the main objective to carry on the business of manufacturers, fabricators, assemblers, buyers, sellers, traders, dealers, distributors, brokers, marketing agents, exporters, importers, installers, designers, servicing, researchers and to otherwise deal in wholesale or in retail, all kinds of automobiles.**
- A.8** All information in the Offer shall be in English. Information in any other language should be accompanied by its translation in English. Failure to comply with this may disqualify the Manufacturer.
- A.9** The Offer must contain the name, address of residence and places of business of the person or persons submitting the Offers and should be signed with seal by the Manufacturer(s) with his/their usual signature(s).
- A.10** If the Manufacturer finds discrepancies in, or omissions from the specifications or other documents or if he is in doubt as to their meaning, he should at once intimate GEDA and obtain clarification in writing prior to submitting his Offer.

(Sign. & Stamp of the Manufacturer)

A.11 Any approach from the Manufacturer, his representative or his agent to influence the decision on the Offer, officially or otherwise, shall render the Offer liable to be summarily rejected.

A.12 Offer document should be downloaded from website www.geda.gujarat.gov.in & submitted as mentioned below :

To be filled up & submitted in Sealed envelope, offer document duly signed and sealed on every page, details of manufacturing & infrastructure facilities as per the document, Technical Specifications and Brochures on the models offered, Documents in support of Offer Evaluation Criteria, any other documents / papers in support of claims made by the party. It should be super scribed with as **“EOI for Authorization of Manufacturers for Marketing & distribution of Battery Operated Vehicles (Low Speed & High Speed Two Wheelers) with advance battery in Gujarat State for the year 2019-20”**. Requisite Processing Fee & Earnest Money Deposit in the form of Demand Draft drawn on a Nationalized bank or any other banks as per **Annexure-V**, pledged in the name of “Gujarat Energy Development Agency”, payable at Gandhinagar should be attached with this offer.

A.13 The procedure of opening of the offers shall be as under :

Offers shall be opened on the date and time as mentioned in the EOI Notice at GEDA's office at Gandhinagar. In unforeseen circumstances, GEDA may at its discretion change the date and time of opening of the Offers. Manufacturers can attend the opening of the Offers, if they so desire.

Offer of only those Manufacturers shall be considered, whose offer consisting of Processing fee, Earnest Money Deposit, technical specifications & special features of the vehicle models offered, terms & conditions and other supporting information as mentioned in the Offer Evaluation Criteria are found acceptable and those who are found qualified as per the Offer Evaluation Criteria of this Offer document.

A.14 Erases and other changes shall be initialed by the person / persons signing the Offer.

A.15 Each page of the Offer document should be signed & stamped by the Manufacturer as a token of acceptance to terms and conditions mentioned herein.

A.16 Offers of only those Manufacturers having good reputation & who are either themselves technically capable and sound for providing such services and who give satisfactory evidence of such experience shall only be considered.

A.17 The general technical requirements mentioned are mainly for the guidance of the Manufacturer. These requirements are not intended to preclude ingenuity of designs or other improvements. If the Manufacturer proposes any deviation from these requirements those shall be considered provided they are necessary either to improve the utility, performance and efficiency or to secure overall economy. The Manufacturer shall give a separate list containing points of deviations in his offer from the specifications asked for.

- A.18** The Manufacturer shall declare the name of the employee of GEDA /its parent department and his relationship with him in case any employee of GEDA / its parent department in Govt..of Gujarat is a relative of the Manufacturer.
- A.19** In the event, the successful Manufacturer fails to sign the agreement with GEDA or accept the work within specified time or withdraws his offer within the validity period or fails to accept the work for any reason whatsoever, then the earnest money deposited by the Manufacturer shall be forfeited by GEDA.
- A.20** GEDA reserves the right to accept any offer based on its merits and GEDA is not bound to assign work to the party having submitted the lowest offer. Thus party merely on the ground that their financial offer is lowest, does not necessarily qualify them for receiving the work.
- A.21** Only Notarized copies of documents will be submitted in support of claims made by the party.
- A.22** GEDA, at its discretion, may award the work to more than one party.

5.0 GENERAL CONDITIONS FOR THE AUTHORIZATION

B-1 In this deed of agreement / Offer, unless the context otherwise requires:-

GEDA shall mean the Director or his representative of Gujarat Energy Development Agency, with Head Office at 4th floor, Block No: 11-12, Sector -11, Udyog bhavan, Gandhinagar, and shall include his successors and assignees.

The Manufacturer shall mean the Manufacturer whose offer shall be accepted by GEDA and shall include such Manufacturers heirs, legal representatives, successors and assignees.

B-2 The Manufacturer shall be deemed to have carefully examined all the papers attached in the contract. If he has any doubt as to the meaning of any portion of any condition / specification, etc. he shall before signing the contract submit the particulars thereof to GEDA in order that such doubts are removed.

B-3 The work shall be completed within the completion period i.e. **31/3/2020**, and no work allocated to the manufacturer shall be carried forward to the next financial year. This excludes delay in the completion of the work due to unforeseen reasons beyond the control and without fault and negligence of the Manufacturer including (but not restricted to) act of God or public anomie action of Government in its sovereign capacity, floods, epidemics, strikes, lockouts, fires and accidents. In the event of any of the aforesaid contingencies, GEDA may be promptly kept informed by the Manufacturer by Fax/e-mail followed by confirmation in writing with documentary proof within fifteen days of commencement and cessation of Force Majeure circumstances. Under such circumstances reasonable extension of time shall be granted by GEDA. Application for such extension must be made before the due date of completion of work as per agreement. In the event of termination of the agreement, GEDA shall be at liberty to get the remaining part of the work done through any other agency/Manufacturer in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the Manufacturer, and the Manufacturer fails to make good the deficiency, GEDA may recover it from the Manufacturer in any lawful manner.

B-4 The Manufacturer shall have to comply with all rules, regulations, laws and bylaws enforced by local and State Govt. and also the organization in whose premises the work has to be done.

B-5 The Manufacturer shall not, without the consent in writing of GEDA, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.

B-6 If the Manufacturer neglects to execute the work with due diligence and expedition or refuses or neglect to comply with any reasonable orders within two days notice given in writing to the Manufacturer and if he fails to comply with the notice, then in such a case GEDA shall be at liberty to get the work or any part of it, executed through any other agency/Manufacturer in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the Manufacturer, and the Manufacturer fails to make good the deficiency, GEDA may recover it from the Manufacturer in any lawful manner.

(Sign. & Stamp of the Manufacturer)

- B-7 GEDA shall have at all reasonable time access to the works being carried out by the Manufacturer under this contract. All the works shall be carried out by the Manufacturer to the satisfaction of GEDA.
- B-8 Any question, dispute or difference whatsoever arises between GEDA and Manufacturer, in connection with this agreement except as to matters, the decision for which has been specifically provided, either party may forthwith give to the other notice in writing of existence of such questions, dispute, difference and the same shall be referred to the sole arbitration of a person nominated by Director GEDA. This reference shall be governed by Indian Arbitration Act prevailing at the time of dispute and the rules made there under. The award in such arbitration shall be final and binding on all the parties. Work under the agreement shall continue during the arbitration proceedings unless the GEDA or the Arbitrator directs otherwise.
- B-9 GEDA may at any time by notice in writing to the Manufacturer either stop the work altogether or reduce or cut it down. If the work is stopped altogether, the Manufacturer shall only be paid for work done and expenses legitimately incurred by him as on preparation of the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by GEDA whose decision shall be final and binding on the Manufacturer. If the work is cut down, the Manufacturer shall not be paid for the work as so cut down, but in neither case shall be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.
- B-10 Prior to dispatch to Authorized Dealers, the vehicles shall be offered for Inspection to GEDA at the Manufacturing unit / storage facility at any single location in Gujarat state. Manufacturer shall inform GEDA for such inspection at least one week in advance before the probable date of dispatch.
- B-11 The Vehicles supplied should have comprehensive guarantee / warrantee from the manufacturer for a minimum period of three years including advance battery set in regards to quality of material, workmanship, performance, efficiency etc. Defects developed in the Vehicle or any major components i.e. Batteries, Motor, Controller, Charger etc., within guarantee/warranty period, shall be rectified by the Manufacturer at his own expense promptly. In case the defects are not rectified within 2 weeks of the receipt of the complaint by the Manufacturer, GEDA shall have full liberty to remove such defect or undertake such repairs as may be necessary to restore the vehicle in working condition. The expenditure so incurred by GEDA shall be deducted from Manufacturer's pending claims, security, etc. and if necessary may be recovered in other mode provided under the law. In the event of failure of the complete Vehicle, if necessary, the Manufacturer shall replace the Vehicle promptly.
- B-12 Notices, Statements and other communications sent by GEDA through registered post, Fax, or e-mail to the Manufacturer at his specified address shall be deemed to have been delivered to the Manufacturer.
- B-13 The work shall be carried out by the Manufacturer with prior approval of GEDA. Work carried out without GEDA's approval shall not be accepted and the GEDA shall have right to reject it and to recover the cost as so incurred, from the Manufacturer.

- B-14 All vehicles shall be suitably packed for transport/carriage at site and outdoor storage during transit. The Manufacturer shall be responsible for any damage to the vehicles during transit due to improper or inadequate packing. The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. 'FRAGILE, HANDLE WITH CARE' etc. The contents of each package shall bear marking that can be readily identified from the package list and packing shall provide complete protection from moisture, termites and mechanical shocks during shipment/transportation to site. Adequate protection must be provided for outdoor storage at site in tropical humid climate, wherever necessary proper arrangement for attaching signs for lifting shall be provided and all packages clearly marked with gross weight, signs showing 'UP' and 'DOWN' sides of boxes, contents of each package, order no. And date, name of the plant/equipments to which the material in the package forms the part of, and any handling and unpacking instructions considered necessary. The Manufacturer without any extra cost shall supply any material found short inside intact packing case. The Manufacturer shall ascertain prior to shipment, from concerned authorities, the transport limitations like weight and maximum allowable package size for transportation. All packing cases and packing material shall become the property of the purchaser.
- B-15 The Manufacturer shall provide one copy of the instruction manual and routine maintenance manual in English/Gujarati with each Vehicle supplied. This manual should contain all the relevant details and drawings required for proper maintenance of the Vehicles supplied.
- B-16 The Manufacturer shall not display the photograph of the work and shall not take advantage through publicity of the work without written permission of GEDA.
- B-17 The inspection as mentioned in clause No. B-10 by GEDA's representative shall not relieve the Manufacturer from full responsibility of completing the work confirming to the requirement of this contract.

6.0 Guidelines & Specific Terms and Conditions

1. Marketing of Battery Operated Vehicles (Low Speed & High Speed Two Wheelers) in the Gujarat State shall be done through Authorized dealers by the Manufacturers authorized by GEDA as per the Maximum Ex- Show room Price fixed by GEDA during the year 2019-20 under GEDA Program
2. The BOVs are to be manufactured as per design & specifications offered by the manufacturers & accepted by GEDA.
3. Offers received from the Manufacturers of BOVs having valid ARAI OR ANY OTHER AUTHORIZED GOVT.OF INDIA INSTITUTION, Certification and RTO clearance for high speed vehicles whose offers are found to be meeting the Offer Evaluation Criteria (OEC) of this document may be authorized by GEDA for the year 2019-20.
4. Tentative target for marketing of Battery Operated Vehicles (Low Speed & High Speed Two Wheelers) in the Gujarat State as mentioned above during the current financial year up to **March 31, 2020** is **1000 nos.** GEDA may, at its discretion, increase/ decrease the target for the current year.
5. The successful Manufacturer will be required to enter in to an agreement with the GEDA as per the draft agreement of this document. The programme implementation guidelines of the GEDA, if any, for BOV programme shall also be followed at all times. GEDA will provide SFA as per the terms and conditions of State Govt. administrative approval.
6. GEDA may issue advertisements in local newspapers with the details of approved models, Max. Ex-showroom Price & dealers' outlets in the Gujarat State & invite applications from the students interested in buying BOVs with subsidy of State Govt. Over & above this, Authorized manufacturers may also issue advertisements in local newspapers in consultation with GEDA.
7. The broad specifications of Major Components of Battery Operated Vehicles (Low Speed Two Wheelers), for which offers for authorization of Manufacturers are invited, are annexed. Specifications for similar components of high speed models are to be submitted as per **Annexure-A**
8. It is essential for the authorized manufacturer to ensure smooth distribution & aftersales services through their Dealers/Authorized service stations in all the areas of Gujarat State covered under the program. **The Authorized dealers must have 3S facility i.e. Sales, Services & Spares** in permanent establishment equipped with dedicated telephone facility and Display board. Manufacturer will have to submit the complete list of dealers, copy of Agreements signed with Dealers on 100 Rs. Stamp paper along with offers to GEDA. Manufacturer will have to submit photographs of dealer's showrooms/outlets. BOVs may be distributed from the outlets or dealers places of the manufacturer as per intimation by GEDA.

9. Manufacturers will be responsible to provide adequate training on repair and maintenance of BOVs to their dealers for which authorization is granted by the GEDA.
10. Manufacturer will ensure that necessary spares are always available with their dealers to provide necessary after sales service to the customers during the guarantee period & even after that period.
11. Manufacturer will ensure that the BOVs marketed by them and their dealers as per the Maximum Ex-Show room Price fixed by GEDA. GEDA reserves the right to cancel the authorization of Manufacturers, if any dealer appointed by them is found to be marketing systems (Vehicles) at rates higher than Maximum Ex- Show room Price fixed by GEDA. In such event, the Security Deposit of the Manufacturer will be liable to be forfeited.
12. Targets will be allocated by GEDA to various Manufacturers after the finalization of Authorization of Manufacturers for the year 2019-20.
13. The BOVs shall be manufactured and marketed by the Manufacturer and the prevailing subsidy of Rs 10000/- will be transferred directly to the beneficiaries (Student) bank accounts. The Maximum Ex-Show room Price of BOVs shall be fixed by GEDA.

For credit of the subsidy, list of beneficiaries/students in excel sheet and application in prescribed format must be submitted by the authorized Manufacturers along with the current residence proof (**Gujarat State only**) of the beneficiary in the form of copy of any one out of a) Aadhar Card b) Passport c) Electricity Bill g) Driving License h) House Tax bill. All individual Students of **9th to 12th Standard** are eligible to get **only one** Low Speed BOV & **Students of college** having Driving License will be eligible to get only one Low speed/High Speed BOV **studying in Gujarat State** under this subsidy scheme. **Original copy of the bonafide certificate issued by the Principal / Competent Authority & Photo Identity Card with residential address & RTGS/ NEFT details are mandatory for availing benefit of this scheme.** The copy of certificate issued by the competent authority to be submitted in case of SC, ST, SEBC & PH students wherever required.

14. Authorized Manufacturers, to whom targets are allocated for the year 2019-20, will be required to deposit security deposit of Rs.1,00,000/- (rupees one lac only) or 5% of total value of the target allocated to them, whichever is more. The Security Deposit can also be submitted in the form of D.D. or Bank Guarantee issued by Nationalized banks & other banks as per **Annexure - V** as per GEDA's format with validity up to **March 31, 2023**. The Security Deposit shall be retained as performance guarantee after **31st March 2020**, till **March 31st, 2023** by GEDA. No interest will be paid on the Security Deposit. The Earnest Money Deposit of the other unsuccessful manufacturers will be returned back on completion of offer evaluation procedure.
15. In the event of granting additional targets, the Manufacturer will be required to deposit additional Security Deposit on prorata basis within one week of the issuance of LOI for the additional target.
16. It is mandatory for the Manufacturer to achieve targets allocated to them in Gujarat State as per the eligibility criteria of this scheme & as per GR issued by Climate Change Dept.,GoG.

17. It is very critical to supply and distribute BOVs as per the targets set by the agency before the end of financial year i.e. before **March 31, 2020**. In the event of failure to supply and distribute numbers of BOVs as committed by the Manufacturer as per **Annexure-A** of the Offer and as accepted by them while receiving the authorization, will lead to forfeiture of the Security Deposit up to 100% and will lead to disqualification of the Manufacturer for transacting business with GEDA for at least two years or the time duration as may be decided by the Director, GEDA.
18. GEDA, at its discretion, may allocate target to one or more than one Manufacturers. Decision of GEDA in this matter, will be binding to all the Manufacturers.
19. In case of any type of misappropriations, cheating or intention of cheating, frauds, irregularities, malpractice, etc. the Director GEDA reserves the right to cancel the authorization without giving reasons thereof and forfeit the security deposit.
20. Maximum Ex- Show room Price offered by the Manufacturer shall be inclusive of taxes, levies, duties, packing, forwarding, freight, insurance, loading unloading, supply, installation, commissioning, and any/ all charges for successful supply of BOVs at manufacturer / dealer outlets in Gujarat State and all expenses of marketing, commissions etc.
21. The Maximum Ex- Show room Price offered by the Manufacturer will be inclusive of Goods & Service Tax or any other taxes applicable for such work. Any escalation in such taxes/ levies during the tenure of the contract/ authorization will not be paid by GEDA and Manufacturers are advised to take in to consideration any such escalations in the prevailing taxes/levies/duties.
22. No exemption certificates shall be issued by GEDA to the Manufacturer.
23. As per the information submitted by the manufacturer along with documents, the BOVs shall be inspected / verified at field level post distribution by GEDA representative / authorized agency. During field level inspection by GEDA representative/ authorized agency, if the BOVs are found not supplied and false report of supply is submitted to GEDA for claiming subsidy payment, Director, GEDA is empowered to forfeit Security Deposit up to 100%.
24. The BOVs sold under the scheme 2019-20 shall be covered under,
 - A. The Comprehensive warranty, against any manufacturing defect, for a **minimum period of three years including for advance battery set** from the date of sale of the BOVs.

The manufacturer shall undertake or shall arrange for repairs/ replacement free of cost during the warranty period.

7.0 OFFER EVALUATION CRITERIA

Offers are invited from Manufacturers having adequate infrastructure facilities for manufacturing, marketing and to provide prompt & reliable after sales service and satisfying criterion as per the following Offer Evaluation Criteria (OEC). Offers of only those parties who are found to be qualifying based on the following Offer Evaluation Criteria will be taken in to further consideration and prices of only those parties qualifying based of these criterions will be considered.

COMMERCIAL

1) Processing Fee & Earnest Money Deposit in the prescribed form should have been submitted along with the offer

2) TECHNICAL

A. Offers received from only those parties having adequate infrastructure to manufacture BOVs, having dealers, service station as per clause 6.8 or ready to provide after sales services in the Gujarat State will be taken in to consideration and offers received from others will be summarily rejected. Documentary evidences in support of the same should be enclosed with the offer. GEDA may visit manufacturing and marketing facilities to ascertain the claims made by the Manufacturer.

B. The party should be a Manufacturer and should have its own manufacturing facilities to Manufacturer and supply required quantity of BOVs with sound financial background.

C. The Manufacturers should have a valid ARAI OR ANY OTHER AUTHORIZED GOVT.OF INDIA INSTITUTION Certification for low speed & approval of Transport Commissioner's office of GoG for high speed BOVs. A copy of the same should be attached with the offer.

D. The party should have good reputation in the market & should be manufacturing BOVs (Two Wheelers) since at least **last three years i.e. 2016-17, 2017-18 and 2018-19.**

E. Details of similar work done in last three years along with copies of the orders and certificates from the user agencies (if any) should be submitted along with the Offer as per Annexure – I of the Offer Document.

F. The party should have sufficient technically qualified and well-experienced manpower for Manufacturing, Marketing and after sales services of BOVs. Manufacturers ready to provide after sales services with Dealership network shall be preferred. Brief bio-data of the key personnel to be enclosed with the offers as per Annexure-II of the Document.

G. The manufacturer should preferably have at least one authorized dealer with 3S facilities in each district of the Gujarat State

GENERAL

1) The party should declare if relatives working with GEDA or its Parent Department in annexure-III

2) As an acceptance of terms and conditions, the document duly signed and sealed on every page should be returned along with the offer.

Offers not satisfying any of the above mentioned criteria will be liable for rejection.

(Sign. & Stamp of the Manufacturer)

8.0 AGREEMENT OF AUTHORIZATION

ON RS.100 NON-JUDICIAL STAMP PAPER

AGREEMENT FOR MARKETING OF BATTERY OPERATED VEHICLES (Low Speed & High Speed Two Wheelers) WITH ADVANCE BATTERY IN GUJARAT STATE BETWEEN BOV MANUFACTURERS AND GUJARAT ENERGY DEVELOPMENT AGENCY, GANDHINAGAR FOR 2019-20 UNDER GEDA SUBSIDY PROGRAMME.

Validity: From _____ to 31.03.2020.

This agreement made at Gandhinagar on this day of _____ between **Gujarat Energy Development Agency** having its Head Office at 4th floor, Block No: 11-12, Sector -11, Udyog bhavan, Gandhinagar, Gujarat, India herein after referred to as "GEDA" which expression shall (Unless be repugnant to the context meaning thereof) will deem to include its successors heirs, executors & assigns of the first party.

A N D

M/S. _____
herein after referred to as the "Manufacturer" which expression shall unless be repugnant to the context of meaning thereof deem to include its successors, heirs, executors of the second party for implementation of "**Marketing & Distribution of Battery Operated Vehicles (Low Speed & High Speed Two Wheelers) with advance battery In the State of Gujarat during the year 2019-20.**"

P R E A M B L E

BOV Manufacturer shall be authorized by GEDA to market ARAI OR ANY OTHER AUTHORIZED GOVT.OF INDIA INSTITUTION tested & approved low speed & high speed two wheelers under its BOV Subsidy Scheme 2019-20 for the **students of 9th Standard & above with a priority as per GOG, GR studying in schools / Colleges of Gujarat State & having valid residence proof of Gujarat State only.** GEDA shall provide subsidy of **Rs.10,000/-** as approved by the State Government for Low speed & High Speed category vehicles on the Maximum Ex-Showroom Price fixed by GEDA per Vehicle, manufactured, marketed & sold by Authorized Manufacturers or through their Authorized dealers as per terms & conditions mentioned hereunder.

A. GENERAL TERMS & CONDITIONS

- 1.1. BOVs manufactured as per the specifications approved by **ARAI OR ANY OTHER AUTHORIZED GOVT. OF INDIA INSTITUTION** & offered by the manufacturer duly exempted from the Registration & Driving License in case of low speed BOVs, with approval of Transport Commissioner's office, GoG in case of high speed BOVs and **sold with prior permission by GEDA** in the Gujarat State shall only be eligible for subsidy under GEDA Subsidy Scheme 2019-20.
- 1.2. The Manufacturer shall market the BOVs through their own marketing / dealer network created by them. Dealers Authorized by the Manufacturer in Gujarat State should preferably have

(Sign. & Stamp of the Manufacturer)

permanent address and contact telephone number. List of the dealers & service stations should be submitted to GEDA for its record and reference.

- 1.3. The BOVs (Low Speed & High Speed Two Wheelers) sold under the GEDA Subsidy Scheme 2019-20 **shall be covered under comprehensive guarantee/warranty against any manufacturing defect, for a period of three years from the date of sale including advance battery set.** The Manufacturer shall undertake or shall arrange for repairs / replacements free of cost during the guarantee period.
- 1.4. BOVs Instruction Manual and Battery Charger to be supplied along with each vehicle. The Manufacturer shall be responsible for demonstration on routine Operation & Maintenance procedures, to each of beneficiary/user.
- 1.5. The Manufacturer shall attend all complaints or shall arrange for attending complaints, received from user, within one week from the date of the receipt of complaint
- 1.6. The Manufacturer must provide aftersales services at respective centers & shall provide training in servicing & repairing of vehicles to dealers and provide a minimum stock of essential spares & components at dealers places.
- 1.7. Authorized Manufacturers, to whom targets are allocated for the year 2019-20, will be required to deposit security deposit of Rs.1,00,000/- or 5% of total value of the target allocated to them, whichever is more. The Security Deposit will be accepted in the form of Demand Draft issued by any Nationalized Bank or other banks as per **Annexure-V**, in favour of Gujarat Energy Development Agency, payable at Gandhinagar. The Security Deposit can also be submitted in the form of Bank Guarantee issued by any Nationalized Bank or other banks as per **Annexure-V**, as per GEDA's format with validity up to **March 31, 2023**. The Security Deposit shall be submitted in the form of Demand Draft and the same will be retained as performance guarantee after 31st march 2020, till **March 31st, 2023** by GEDA. No interest will be paid on the Security Deposit. The Earnest Money Deposit of the successful bidders will be retained as security deposit and will form part of the total security deposit required to be deposited by the successful bidder. The remaining amount may also be deducted from first subsidy claim.
- 1.8. In the event of granting additional targets, the Manufacturer will be required to deposit additional Security Deposit on prorata basis within one week of the issuance of LOI for the additional target.
- 1.9. It is mandatory for the Manufacturer to achieve targets allocated to them for the students of **9th Standard & above** in schools / colleges of Gujarat State only as a user / beneficiary.
- 1.10. It is very critical to supply and distribute BOVs as per the targets allocated to the manufacturer by the agency before the end of financial year i.e. before March 31, 2020. No allocated targets shall be carried forward to the next financial year. In the event of failure to supply no. of BOVs as committed by the Manufacturer as per **Annexure-A** of the offer and as accepted by Manufacturer while receiving the authorization, will lead to forfeiture of the Security Deposit up to 100% and will lead to disqualification of the Manufacturer for transacting business with GEDA for at least two years or the time duration as may be decided by the Director, GEDA.

B. MANUFACTURING, MARKETTING & DISTRIBUTION OF BOVs

- 2.1. GEDA will not issue any formal orders for manufacturing and supply of BOVS but may convey target allotted to the Manufacturer. Each Manufacturer may be given a target, of which the achievement should be at least **50% by 31st October 2019** and **100% before 31st March, 2020**. The targets allocated will be reviewed time to time. However, if the progress is not found to be satisfactory, Director, GEDA reserves the right to reallocate the targets.

(Sign. & Stamp of the Manufacturer)

- 2.2. The Manufacturer shall manufacture BOVs as specified by GEDA and as approved by ARAI OR ANY OTHER AUTHORIZED GOVT.OF INDIA INSTITUTION. The Manufacturer will be required to submit valid ARAI OR ANY OTHER AUTHORIZED GOVT. OF INDIA INSTITUTION certificate and Test Report for the BOVs being manufactured by them. Approval of Transport Commissioner's office, GoG is required in case of high speed BOVs.
- 2.3. The Manufacturer shall give intimation to GEDA for pre-distribution inspection at manufacturing unit/storage facility at any single location in Gujarat state. The Manufacturer shall obtain clearance of GEDA prior to dispatching the BOVs to their dealers or beneficiaries.

C. INSPECTION OF BOVs

- 3.1 The Manufacturer shall offer BOVs for pre distribution inspection to GEDA at Manufacturing unit/storage facility at any single location in Gujarat state in batches with minimum quantity of 100 nos./ 50% quantity if the target allotted is less than or equal to 100. The Manufacturer will provide and fix metallic/any other suitable number plates. The nameplates will be as per the format and specifications of GEDA. The number plates as per GEDA's sample will be fixed only after seeking approval of GEDA .The Vehicle Identification Number of the BOV will be embossed / engraved on the chasis and on the metallic/any other suitable nameplates.
- 3.2 GEDA shall physically check the BOVs offered for inspection and may pick sample of 2% (2 BOVs out of 100 Nos) for detailed inspection of the technical specifications. Inspection Report prepared will be jointly signed by GEDA Inspector and Authorized representative of the Manufacturer. If the pre distribution inspection fails, the re-inspection will be done at the cost of the Manufacturer.
- 3.3 The Manufacturer will provide schedule of dispatch of BOVs inspected by GEDA's Inspector at the time of inspection at manufacturing unit/storage facility at single location in Gujarat state.
- 3.4 GEDA shall also carryout random field verification of BOVs sold by the Manufacturer under the Subsidy Scheme as per norms of GEDA. The beneficiaries should be informed and asked to co-operate with field inspectors/authorized inspection agency appointed by GEDA.

D. PAYMENTS /Credit of Subsidy

- 4.1. Subsidy amount shall be transferred directly to Student as explained below :

The subsidy amount for Battery Operated Vehicle (Low Speed & High Speed Two Wheeler) shall be **Rs.10,000/-** on the unit price fixed by GEDA. The subsidy amount is payable to the beneficiary (i.e. **Student of 9th Standard & above studying in any school/colleges of Gujarat State & should be resident of Gujarat state**).

100% of the admissible subsidy amount will be payable:

- 1) After satisfactory pre distribution inspection of BOVs at manufacturing unit / storage facility at any single location in Gujarat state by GEDA Official & the BOVs manufactured found as per specifications offered by the manufacturer.
- 2) Submission of the following necessary documents at GEDA & after field verification/ inspection by GEDA and/or its authorized inspection agency/ies as per norms of GEDA of the BOVs (Low Speed & High Speed Two Wheelers) for which the subsidy documents are submitted by the Manufacturer: Submission of colored photograph of the student with

(Sign. & Stamp of the Manufacturer)

purchased new BOV (low speed & high speed two wheeler) with GEDA representative during field verification is mandatory.

- Application as per prescribed format from the Student/Parent/Guardian.
- Forwarding Letter in Duplicate.
- Bill/Invoices duly signed by the Student / Parent for number of BOVs sold in duplicate.
- Alongwith details of Students complete with postal address - name of person, place, School Name & Address, Mobile/Landline no. and Vehicle Identification Number (VIN), date of sale, invoice no., Student's Category (i.e. Female, SC ST, SEBC, PH, Genera), NEFT/RTGS details of student's Bank A/C., Copy of RTO Registration fee receipt in case of High Speed BOVs, photograph of beneficiary along with soft copy of MS Excel in Duplicate.
- Duly filled and signed Students acknowledgement receipts & undertakings as per GEDA's format with present proof of residence (Photo Identity Card issued by School with residential address) & original Bonafide Certificate of School/Colleges with photograph of student in duplicate.
- Security Deposit shall be released after submission of feedback after one year from the date of purchase of vehicle as per GEDA's format.
- Any dispute arising between the Manufacturer and GEDA regarding Marketing & Distribution of BOVs shall be settled through negotiations and arbitration under the Arbitration Act prevailing at the time of the dispute failing which it will be settled in the Court of Law for which the jurisdiction will be Gandhinagar.

In witness whereof the parties set their hand in token of confirmation and acceptance of the terms and conditions therein above written & mentioned.

Signature of Authorized Signatory

Name of Authorized Signatory :

On behalf of (Name of Manufacturer)

Signature of Authorized Signatory

Name of Authorized Signatory

On behalf of

Gujarat Energy Development Agency

9.0 TECHNICAL SPECIFICATIONS


Battery Operated Vehicle (Low Speed & High speed Two Wheeler)

Sr No.	Item	Value for Low Speed BOV	Warranty
1	Batteries	48V/60V, 24 AH & above (Low Speed) Advance Battery set	3 years
2	Motor Power	250W (Low Speed)	3 years
3	Motor Type	Brushless DC motor	----
4	Maximum Speed	25 Km/hr (Low Speed)	----
5	Charging Time	4 - 5 hrs.	----
6	Charger	48V, 6A	3 years

All other specifications will be according to Test Certificate of ARAI OR ANY OTHER AUTHORIZED GOVT.OF INDIA INSTITUTION. Specifications for High Speed models of BOVs may be mentioned separately supported with Approval of Transport Commissioner's office, GoG.

- Name/Number Plate as per following details may be fixed on each Vehicle

Sample of BOV Name/Number Plate

Battery Operated Vehicle Manufactured by:	
<input type="text"/>	
VI NO. :	<input type="text"/>
	Subsidized by : GUJARAT ENERGY DEV. AGENCY GANDHINAGAR
Year : 2019-2020	

(Sign. & Stamp of the Manufacturer)

Annexure - A

10.0 MANUFACTURING CAPACITY & SPECIFICATIONS OF THE LOW SPEED & HIGH SPEED BOV MODELS (with advance battery) OFFERED

Name & Address of the Manufacturer	Manufacturing capacity per month (Low & High speed)	No of BOVs (Low & High Speed) with advance battery committed to supply for the Scheme up to March, 2020

Model & Low/High Speed	Battery Specifications & Warrantee	Motor Specifications & Warrantee	Controller Specifications & Warrantee	Specifications of Charger & Warrantee	KMS per charge	Max. Speed KM/Hr

Name of the Authorized Signatory:

Signature of the Authorized Signatory:

Seal of the Company :

(Sign. & Stamp of the Manufacturer)

Annexure – I

11.0 Details of similar work experience in last three years

(Information to be attached with the Offer)

Sr. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & date of the order	Work Order Value	Details of order & its configuration

- Copies of Work orders along with Work completion certificates should be attached with this information. If necessary, separate sheet may be used to submit the information.

(Sign. & Stamp of the Manufacturer)

Annexure – II

Details of Technical & Marketing staff available with the company for execution of work

Sr. No.	Name	Qualification	Additional Certification, if any	Total Experience, no. of years	Remarks

- If necessary, separate sheet may be used to submit the information.

(Sign. & Stamp of the Manufacturer)

ANNEXURE – III

DECLARATION

(Strike off whichever is not applicable)

This is to declare that Mr./ Ms. _____, employee of GEDA / its Parent dept. in Govt. of Gujarat at _____ (place), is related to our _____ (designation & name).

OR

This is to declare that none of the Proprietors / Partners / Directors are having any relatives employed or working with Gujarat Energy Development Agency at any of its offices or its parent Department in, Govt. of Gujarat.

Date:

Sign. & Stamp of the Manufacturer

(Sign. & Stamp of the Manufacturer)

Annexure - IV

DEVIATION SHEET

Any deviations offered from the terms and conditions of the Offer should be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this page.

Deviation offered to Chapter No, Clause No. of the Offer document	Deviation offered

(Sign. & Stamp of the Manufacturer)

Annexure – V

A. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

❖ All Nationalized Banks including the Public Sector Bank- IDBI Ltd.

B. Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2020. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

❖ Rajkot Nagarik Sahakari Bank Ltd.	❖ Karur Vysya Bank
❖ The Mehsana Urban Co-Operative Bank Ltd..	❖ Axis Bank
❖ The Surat District Co-Op. Bank Ltd.	❖ ICICI Bank
❖ The Ahmedabad Mercantile Co-Op. Bank Ltd.	❖ HDFC Bank
❖ Nutan Nagarik Sahakari Bank Ltd.	❖ Kotak Mahindra Bank
❖ The Kalapur Commercial Co-operative Bank Ltd.	❖ Indus Bank
❖ Saurashtra Gramin Bank	❖ DCB Bank
❖ Baroda Gujarat Gramin Bank	❖ Federal Bank

❖ RBL Bank

❖ Yes Bank

(Sign. & Stamp of the Manufacturer)

FINANCIAL OFFER

- Rates (Maximum Ex- Show room Price) quoted by Manufacturer will be inclusive of all applicable taxes, levies, duties, packing, forwarding, freight, insurance, loading unloading, supply, and any/ all charges for successful Supply of BOVs at manufacturers/dealers outlet in **Gujarat State** and all expenses of marketing, commissions etc. & **without accessories**.
- The rates (Maximum Ex- Show room Price) quoted by the Manufacturer will be inclusive of Goods & Service Tax or any other taxes applicable to such work. Any escalation in such taxes/levies during the tenure of the agreement will not be permitted by GEDA and Manufacturers are advised to take in to consideration any such escalations in the prevailing taxes/levies/duties.
- The rates (Maximum Ex-Show room Price) quoted by the manufacturer should be **exclusive** of any financial assistance (Subsidy) other than State / GEDA Subsidy.
- Validity of Quoted Rates (Maximum Ex- Show room Price) shall be up to **31st March 2020**.
- In no circumstances, escalation in the prices (Maximum Ex- Show room Price) will be entertained.
- Your rates (Maximum Ex- Show room Price) should be submitted as per the enclosed proforma of schedule of rates.
- No exemption certificates shall be given by GEDA to the Manufacturer.

(Sign. & Stamp of the Manufacturer)

**SCHEDULE OF RATES FOR BOVs (Low & High Speed Two Wheeler) WITH ADVANCE
BATTERY**

Name and address of Manufacturer	
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SR. No.	Model	Low Speed / High Speed	Ex-Works Unit Rate Rs. Without accessories	Maximum Ex-Show room Price in Gujarat State in Rs. without accessories	Maximum EX- Show Room Price in Gujarat State with necessary extra attachment/modifications for PH students
1					
2					
3					
4					
5					

Name & Signature of the Authorized Signatory:

Seal of the Company:

(Sign. & Stamp of the Manufacturer)