

Request for Proposal (RFP)

**(Corrected)**

For

Selection of Operators for Operation, Maintenance and  
Management of City Bus Services and Ancillary Infrastructure in  
Bilaspur Urban Agglomeration in Chhattisgarh.

Docket Cost Rs.10000.00

(Ten Thousand Only)

**(Third Call)**

June , 2015

Bilaspur Urban Public Transport Society (BUPTS)

Office of the Bilaspur Urban Public Transport Society  
Collector Office, New Composite Building , Bilaspur (C.G.)  
Email ID- bhagirathvarma@gmail.com

## **CONTENTS OF RFP DOCUMENT**

The RFP document comprises of the sections as listed below and would additionally include any addenda issued before the due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

**Section I. Disclaimer**

**Section II. Brief Overview**

**Section III. Notice Inviting Tender (NIT)**

**Section IV. Scope of Work**

**Section V. Instructions to Bidders (ITB)**

**Section VI. Bid Forms and accompanying document (templates)**

**Section VII. Schedules**

## Section I: DISCLAIMER

This Request For Proposal is being issued by **Bilaspur Urban Public Transport Society (BUPTS)** , hereinafter referred to as to as the “**Authority**” for inviting tenders/RFP to engage entities and organizations for Selection of Operators for Operation, Maintenance and management of City Bus Services and ancillary infrastructure in Bilaspur Urban Agglomeration in Chhattisgarh on such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the Authority. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. The information contained in this Request for Proposal (RFP) document provided on behalf of BUPTS is being provided to all interested Bidders on the terms and conditions set out in this RFP document. This RFP document is not an offer or invitation to any other party. 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 it is not possible for BUPTS to consider the investment objectives, financial situation and particular needs of each bidder. Bidder should carefully examine and analyze the RFP and to carry out its own investigation with respect to all matters related to the project, seek professional advice on technical, financial, legal, and regulatory and taxation matters and satisfy itself of consequences of entering into any agreement and/or arrangement relating to the project. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. BUPTS and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The Regulator makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP. The RFP Document, if purchased by the Bidder is not transferable. Authority may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. Bidder should carefully examine and analyze the RFP and to carry out its own investigation with respect to all matters related to the project, seek professional advice on technical, financial, legal, and regulatory and taxation matters and satisfy itself of consequences of entering into any agreement and / or arrangement relating to the project. The Regulator makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP.

## SECTION II: BRIEF OVERVIEW

### 1. Brief Background

Public transport should always be the hallmark of a good transportation system for a city, especially for a city like Bilaspur, which is earmarked as the “Most Developing City” and because of this reason it required an integrated mass transportation system. The role of public transport is vital, particularly to reduce the use of personalized transport. This system should be such that it can work in co-ordination with the city’s existing transportation system. An efficient mass transportation system is very much needed for sustainability of not only the economy of the city but also for reducing stress due to pollution on the environment.

Government of Chhattisgarh (GoCG) vide Gazette Notification no. F-5-22/18/2014 dated 20th may 2014, entrusted the function of operating local public transport and other functions incidental thereto directly or through a Special Purpose Vehicle (SPV) to Municipal Corporations specified in the concerned order. Further GoCG through Order No.F-5-17/18/2014 Dated 03.06.2014 has established Bilaspur Urban Public Transport Society as the SPV for the aforesaid function, incorporated under the Chhattisgarh Societies Registration Act, 1973 (as amended or re-enacted or restated, and as notified from time to time). Bilaspur Urban Public Transport Society will look after all the activities related to City Bus Project in the notified Bilaspur Urban Agglomeration.

Bilaspur Urban Public Transport Society has now decided to undertake a competitive bidding process to engage entities and organizations for the operation of city bus services on such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the Regulator. Bilaspur Urban Public Transport Society (BUPTS), individually or collectively for the purpose of this RFP is hereinafter referred to as the “**Regulator**”.

### 2. Objective

BUPTS is committed to enhance commuter satisfaction, reliability and punctuality of public transport thereby reducing the dependence on private modes of transport. To fulfill the object of implement, operation and management of city bus services **Bilaspur Urban Public Transport Society (BUPTS)** is formed, BUPTS will overall own, manage monitor the project and sign agreement with the successful bidder. Pursuant to this RFP, BUPTS will select private bus operator who shall implement, operate & maintain buses of required capacity and specifications and on designated routes, as set out in details in this documents from the date of signing of Agreement. The operator shall operate the Buses on the Routes in accordance with the stipulated service standards set forth in this RFP or that may subsequently be provided to Bidder(s) in documentary form by or on behalf of BUPTS for a period of 10 (Ten)

years.

The Bidder is required to submit a RFP that: (i) is in compliance with this RFP Document, (ii) clearly indicates the compliance of the Bidder with the technical and financial criteria specified in this RFP and (iii) clearly provides the Bus Royalty Fee (BRF) per bus that the Bidder will pay to the BUPTS.

### 3. About the Project

Bilaspur Urban Public Transport Society (BUPTS) is a Society incorporated under the Chhattisgarh Societies Registration Act, 1973 (as amended or re-enacted or restated, and as notified from time to time) which has been duly authorized by the Government of Chhattisgarh... BUPTS has planned to operate for following category fleet conforming to UBS II specification in UA.

S. No	Types of Buses	Floor Height of Buses (In MM)	Seating Capacity	Name of the Clusters core city	Total No of Buses
				Bilaspur	
1	Mini Non AC	900 MM	22	15	15
2	Midi Non AC	900 MM	32	25	25
3	Midi AC	900 MM	32	10	10
<b>Total Buses in Clusters</b>				<b>50</b>	<b>50</b>

BUPTS invites the Technical and Financial proposals (**collectively the "Proposals"**) from reputed Bus Service operators for operating and maintaining the above mentioned fleet of 50 buses (the **"Bus Fleet"**), on the routes specified in the RFP. The RFP document can be downloaded from **website www.BUPTS.in** and can be collected physically from the Authority's Office by submitting a demand draft towards the RFP Fee as specified, up to the date and time mentioned in this RFP.

**Bus Operator shall be responsible for implementation, operation, overall management and maintenance of 50 city buses including bus depots.** The infrastructure and basic amenities including ITS required for Bus, Bus depot and terminals will be provided by Bilaspur Urban Public Transport Society (BUPTS), however tools or equipment will be bought & brought by the operator needed for the depot and terminal. Operator would also be responsible for provision of any other devices and equipment at the time of break up the facility. Thereafter, the complete responsibility of operations and maintenance of the depot and terminal including tools, equipment and spares shall lie with the operator for the Contract Period. He will also be responsible for the security, maintenance and insurance of the same.

### 4. Contract Period

The Successful Bidder will be required to sign an Agreement with the Authority under which the services as per this RFP will be required to be provided for a period of **10 (Ten)** years from the date of signing of agreement.

## 5. About the project structure



The buses will be procured by the BUPTS through transparent bidding process. BUPTS will also assist bidder in taking necessary approvals for starting the services, in addition to, providing parking space necessary for parking of buses and developing workshops as required. The contract would be on operation and maintenance basis where the selected private operator will have to incur all the expenses in connection with the operations and maintenance, including payment of all applicable taxes. In return for this, the operator would be allowed to collect and retain notified fares from the passengers as notified by the Government of Chhattisgarh from time to time. The operator will be allowed to utilize the advertisement space on the buses and will be required to share the revenues so earned as notified by BUPTS. The Contract Duration will be 10(Ten) years from the date of signing of agreement.

The operator is required to bid for the access to operate the buses during the tenure of the contract on the basis of Bus Royalty Fee (BRF) per bus which would be paid on a monthly basis by the operator to the Bilaspur Urban public Transport Society (BUPTS). The Monthly BRF will be increased by 5% every year. This will be in addition to the One Time Non Refundable Upfront Premium to be paid by the selected operator at the time of signing of agreement to the BUPTS. The objective of this arrangement is to induct professional management for bus operations through the private sector. A total of 50 buses would be running on the specified routes as decided by BUPTS as per the schedule. The tentative Bus Service area has been detailed in Schedule "1" of this RFP. The tentative routes identified for the operation of the city buses have been highlighted in Schedule "2" of this RFP. The Route Rationalization /Change in Route etc will be the sole discretion of BUPTS. The operator is bound to follow the same.

### **SECTION III: NOTICE INVITING TENDER**

#### **Request for Proposal (RFP) for Selection of Operators for Operation, Maintenance and management of City Bus Services and ancillary infrastructure in Bilaspur Urban Agglomeration in Chhattisgarh.**

Bilaspur Urban Public Transport Society (BUPTS) invites RFP from reputed organization for city bus operations in Bilaspur Urban Agglomeration. The detailed terms and conditions are given in the RFP, which can be downloaded from the **website: [www.bilaspur.gov.in](http://www.bilaspur.gov.in)** or can be collected from the designated Office on Payment of Docket Cost from DD/MM/2014 onwards

The Bids will be submitted through the specified procedure defined in this RFP to the **Secretary, The office of BUPTS, Collector office, New Composite Building Bilaspur – 495001, Chhattisgarh** along with a Demand Draft of Rs. 10,000/- (Ten Thousand only) in favour of “**The Secretary, Bilaspur Urban Public Transport Society**” payable at Bilaspur. or Docket payment receipt if purchased from the office.

**Schedule of bidding activities:** Bids are to be submitted in sealed envelopes on or before the due date mentioned below:

Cost of Bid Document (non-refundable)	Rs. 10,000/-
Issue of RFP document	23/05/2015
Last date for receipt of queries for pre bid meeting	03/06/2015
Pre-bid Meeting	05/06/2015
Last date for receipt of Bids	11/06/2015 up to 5.00 PM
Opening of Technical Bid	11/06/2015 at 5.15 PM
Opening of Financial Bid	15/06/2015 at 4.00 PM

**Contact person for any clarification and detail :-**

1. The Secretary,  
Office of BUPTS, Collector office,  
New Composite Building  
Bilaspur – 495001, Chhattisgarh

2. Nodal Officer (Urban Transport) BUPTS  
Name: Mr Bhagirathi Verma  
Office of BUPTS, Collector office,  
New Composite Building  
Mobile: 9993037270  
Email Id: [bhagirathverma07@gmail.com](mailto:bhagirathverma07@gmail.com)

## **SECTION IV: SCOPE OF WORK**

THE BUPTS and having its principal office at Office of Bilaspur Urban Public Transport Society, Collector Office, New Composite Building, Bilaspur – 495001 Chhattisgarh (hereinafter referred to as the “**Authority**”, which expression shall include its successors and permitted assigns) to ensure the provision of public bus transport service in different clusters of Bilaspur UA. In order to improve/augment the bus services being presently provided in the Urban Area (as defined in Clauses below), the Authority has notified a project ,vide (Government of Chhattisgarh (GoCG) vide Gazette Notification no. F-5-22/18/2014 dated 20th may 2014,) whereby the relevant carriage services in the Urban Area will be undertaken by a private sector partner selected through a transparent competitive bidding process . For this purpose authority invites request for proposal from interested eligible organization or consortium of organization in specified format and manner defined in this document.

### **1. TERMS AND CONDITIONS FOR BUS SERVICE OPERATOR**

Authority has decided to establish a network of passenger buses for transporting passengers in cluster wise areas in UA with private operator’s participation in Consonance with The Motor Vehicles Act, in pursuant to this through transparent and competitive bidding process one bus service operator will selected for Operators for Operation, Maintenance and management of City Bus Services and ancillary infrastructure in Bilaspur Urban Agglomeration in Chhattisgarh. The brief scope of work is as follows but not limited to:

- a. Maintenance and operation of buses**
  - i. Operate and maintain buses provided by authority.
  - ii. Operator must ensure that project buses must ply on authorized route only.
  - iii. Time to time Obtain the certificate of fitness for operation in to the service, for the fleet assigned to city bus operation.
  - iv. Establish a maintenance facility at the cluster wise depot provided by authority and staff it with trained professionals to maintain the bus fleet.
  - v. Timely payment of Bus Royalty Fees (BRF) to authority with addition of any fine or penalty imposed as per set procedure and timeline given by authority.
  - vi. Ensure due maintenance of bus as per standard procedure defined by bus manufacturer and bear all the expenses towards maintenance of the buses through the entire period and not claim any additional expenses.
  - vii. Provide that at any point of time after commencement of operation, the buses will be ready to operate with staff and supporting staff (“**Assured fleet availability**”)
  - viii. Operate the buses on various routes that will be defined by authority and revised time to time.
  - ix. Must agree with right to sell all media advertisement (Print, video, etc.) space on Buses, Bus Depot, Terminal and other allied infrastructure maintained and operated by operator , which are retained by and shall vest only in authority. The



service provider shall be obliged to share advertisement revenue on the exterior and interior surface of the buses as determined by authority.

- x. Ensure that the bus service complies with and meet service standard set by authority.
- xi. Ensure availability of sufficient number of driver to ensure continued and due operation of the fleet and each of the buses. The operator shall ensure that each driver is provided the training specified by authority.
- xii. Ensure that the ticket vending machine (or any other ticketing mechanism) that may be installed on the buses are not tampered with and remain installed. The operator shall cooperate with authority or its appointed contractors, in monitoring the working condition of the ticketing vending machine (or any other ticketing mechanism) that may be installed on the buses.
- xiii. The Operator shall charge Fares from the Passengers of Bus Service as per the Fare structure approved by authority and in compliance with the Applicable laws. The Fares would be collected and tickets would be issued to the Passengers through a specialized hand-held device/ electronic ticket vending machines (“ETVM”). It is clarified that ETVMs will be procured by the Operator at its own cost and would also be responsible for its maintenance and repair of ETVM The number of ETVMs the operator requires to procure must be sufficient to operate the given number of buses in the cluster + 20 percent extra. It is agreed by the Parties that the Operator shall be entitled to all the Fare collected from sale of tickets under the Project, subject to payment of the BRF to authority.
- xiv. The ETVMs would at all times comply with the specifications and conditions provided by authority in compliance with ITS system. The operator shall select their ETVM machine in consultation with the ITS provider so as to ensure compatibility of the same with the ITS system. Authority will finalize in consultation with ITS agency and communicate to the selected operator exact specifications of the ETVMs.
- xv. Ensure that the ITS equipment (or any other technological mechanism) that installed or may be installed on the buses are not tampered with and remain installed. The operator shall cooperate with authority or its appointed contractors, in monitoring the working condition of the equipment that installed or may be installed on the buses.
- xvi. The operator shall ensure adoption of system to centrally distribute tickets and collect fares (Like smart card) that in the event authority deposes any system.
- xvii. Establish and maintain a control centre, called the “**Operator Control Centre**” that will constitute authority single point of contact to enable authority to coordinate with operator in the course of day to day management of bus service by authority.
- xviii. The operator shall ensure that the control centre established by it is staffed by and adequate number of appropriately qualified personnel and further that there is due coordination between the staff at operator control centre and crew staff of buses and authority control centre.

- xix. Ensure integrity and confidentiality of data obtained from various monitoring and communication device. All the data rights are vested in authority.
- xx. Ensure that all the buses, once out of a bus depot and on street shall be directly under the control of control centers and drivers and crew staff shall obey instructions given by control centre.
- xxi. Bear all applicable insurance , including vehicle insurance and passenger insurance as required under
  - a. Any Financing agreement
  - b. Laws of India
  - c. Such insurance as may be necessary in accordance with the prudent utility practice.

Liability of passenger insurance shall be limited to approve passenger capacity of the vehicle by RTA.

- xxii. Permit / license fees will be borne by the operator and route licenses will be held by authority at all times.
- xxiii. Operation on segregated corridor does not deem any special right or relaxation of road safety norms.
- xxiv. Incur expenditure on fuel, oil, lubricants, tyre-tubes, spare parts, repairs, maintenance, and salary of drivers, conductors, other staff and payment to other contractors / parties, etc. and any other expenditure for operation and maintenance of buses.

## **2. CONTRACT PERIOD**

- i. Contract is being granted for the maintenance and operation of the buses and depot for a period of 10 (ten) years commencing from execution of the bus operator agreement between authority and operator.
- ii. The operator shall make available for service, the entire fleet of buses from commencement of operation until such time as the contract period expires, subject to the assured fleet availability during contract period.
- iii. The bus operator will employ the drivers and other support staff and such staff shall be in proper uniform as decided by authority.
- iv. All operating and maintenance cost, registration, road tax, insurance, PUC, and other accost required for operating the services will be borne by the bus operator.
- v. Operator must bear the cost of maintenance of all the equipment and system installed in UBS – II buses including ITS system.
- vi. Operator must agree that authority will, at all times, regulate and control the city bus system and operation of buses. Authority will establish an IT-enabled monitoring system with which it will monitor the position, speed travel route, passenger load, and other relevant parameter of the operation of buses on a real-time basis or other basis.
- vii. UBS II Buses are preinstalled or Authority will install monitoring devices on buses to enable real time tracking of the buses (including cameras), including their stops,

speed, kilometers traveled, and number of passenger boarding. The operator shall ensure that the buses have adequate safe & environmental friendly space and provisioning for installation of required tracking, monitoring and fare collection and validation equipment.

- viii. The equipment installed on the buses is not tampered with in any manner and the authority, its personnel and contractor allowed access to the equipment installed on the buses and bus depot. The equipment that is pre installed or expected to be installed on the buses and bus depot includes:
- a. UBS II specification preinstalled equipment
  - b. Bus tracking equipment
  - c. Fare collection and validation equipment.
  - d. Passenger information system(PIS)
  - e. Communication system to enable communication between bus and the control centers of the operator and authority.
  - f. Other equipment necessary for advertisement or for providing value added services for passenger /citizen ,
  - g. Security monitoring equipment
  - h. Any other equipment that authority may need and determine from time to time.
- ix. Authority will have the right and authority to communicate directly with crew staff of the buses that are in operation and issue instruction on any change in route or driving pattern. Authority will have complete control over defining the route that each bus will take at any given time. It is also clarified that the route will not be limited to defined corridor but will; cover such area as determined by authority within cluster or UA.
- x. Authority will develop and modify, from time to time, a detailed operating plan (“**operating plan**”) for the city bus service in accordance with which the city bus service shall operated. The operating plan will be developed in consultation with the operator and all; other person who may have given a contract to operate city bus service. The operating plan will include:
- i. Route of operation
  - j. Frequency of daily schedule
  - k. Bus stop and the assigned route
  - l. Places/bus depot/bus terminal where bus will park at mid-day and end of the day of its service.
  - m. Other co-ordination and sharing arrangement
  - n. Measure to ensure co-ordination with all other bus operator in city bus system.
- xi. The operating plan shall be reviewed and revised periodically by authority. The authority will retains the rights to make minor modifications to the operating plan on real-time basis through instruction given to the operator control centre as well as directly to driver.
- xii. The operator shall be liable to pay fines/penalty in the event it fails to comply with the standard specified by authority.

- xiii. The operator shall ensure that the number of buses for which it has been granted the service contract is in operation, in compliance with the standard and technical specification for the buses as stipulated in this document, at all during contract period.
- xiv. The Bus crew and drivers shall be properly recruited, trained and paid. Authority may monitor the recruitment, training and payment of the resources.
- xv. The operator shall submit the regular weekly and monthly reports in specified format to authority. The format of reporting will be defined by authority time to time.
- xvi. Operator shall not subcontract the operation or any services of the project.
- xvii. Operator shall not lease, rent or sale or trade or apply for loan against buses or project infrastructure to any entity except services mentioned in the scope of the RFP.

### **3. PASSENGER FARE DETERMINATION AND COLLECTION**

- i. Authority will determine the quantum of passenger fare (as per framework of fare fixation system) that will be charged from users of the city bus system.
- ii. For the ease and understanding of bidders present fare system of Bilaspur city is attached in **Schedule 11**
- iii. Operator must charge the fare as per notified fare of UA.

### **4. BUS STOP, TERMINALS AND DEPOT**

- i. Authority will decide UA/cluster/city wise location of bus stop, terminals and depot.
- ii. Authority will provide the operator the space for depot including basic civil infrastructure, for the proposed facility of the depot and infrastructure bidders may conduct study with the help of authority at bidders own cost.
- iii. The service provider shall put in place the maintenance equipment. The maintenance of buses procured for city bus shall be carried out at depot developed by authority and not at any other place or workshop. However, the bus can be send to an external workshop for major repairs or maintenance work, which may not possible at operator's depot. For sending bus to another depo
- iv. t, case to case permission will be required from authority.
- v. For ease of operator, Operator can go for service level Annual maintenance contract with bus manufacturer however bus manufacturer will make available spare parts at core city level.
- vi. Operator shall use the premises only for the purpose of maintenance and parking of buses.
- vii. Operator shall be responsible for all level of maintenance of depot(s).
- viii. The right to use the premises for any other purpose other than stated above is not deemed. Authority retains the right to all immovable property and the right to develop commercial space as long as it does not infringe upon maintenance area provided to the operator.
- ix. It shall be the obligation of the operator to whom depot is allotted to allow buses of other bus city operator to park and share the facilities developed at the bus depot by operator. Authority will notify the operator the identity of other operators that have been awarded a contract of city bus operator.

- x. The operator shall take due care at the time of operation of fleet so as to ensure no damage is caused to the structure /equipment/machinery installed or erected at bus stops, terminals or depots. In case some sever damage is caused by bus driver or any other person appointed by operator, the damage cost shall be recovered from operator.
- xi. The operator shall take an insurance policy that covers damage and losses at bus depot (which shall include all building, movable, immovable assets, manpower and any other liabilities). Authority shall not be liable for any claims related to bus depot including but not limited to industrial safety, third party, fire & burglary, natural calamities etc.
- xii. Authority will provide access to bus parking space at bus terminals based on the operating plan.

## **5. REIMBURSEMENT TO THE OPERATOR**

- a. The operator shall submit reimbursement claim at the end of each 10<sup>th</sup> day of month specifying the reason of the same in format specified by authority. Pre approved component duly approved by authority shall be eligible for reimbursement.
- b. Authority within a period of 10 days from receipt of proposal, verify the proposal against its record and make the payment adjusting fine and penalty.
- c. All payment shall be made through electronic transfer by authority to designated account of the operator after deducting fines/penalty and tax deduction at source (TDS) that authority may be obliged to deduct under Indian law.
- d. Authority will undertake an evaluation of operator performance every month. After performance evaluation necessary penalty will be imposed to operator. Operator will have to pay the requisite amount by 10<sup>th</sup> calendar day of next month.

## **6. FINES IN OPERATION**

- i. Fines and penalty shall be calculated as defined in **Schedule 8**. This shall be a sum total of all the fines/penalty imposed.
- ii. This deemed amount paid to authority shall be deducted from the payment made for any given payment period to the operator. Or shall be paid by operator before 10<sup>th</sup> calendar day of next month. Fine shall be applied by authority on the operator for various parameters better define in **Schedule 8**
- iii. Damages due to negligence driving, accident on street shall be the liability of the service provider.
- iv. Any fines levied by traffic police or any component authority will be borne directly by operator. Authority claims no liability for such infraction. Further authority retains right to apply additional fines for passenger discomfort and due to delay in system operation.
- v. Authority claims no liability for any fines or claims raised by citizen, court of law or any other entity due to mall function of bus or operation of buses.

- vi. Authority may add/delete/change/modify the parameter on which fines can be applied in consultation with service provider(s). At least 90 day prior notice shall be given to the service provider before such additional fines can be applied.
- vii. Fines levied shall be supported by reports of authority inspection staff and authority control centre.

<b>Deficiency/Violation/Infraction by operator per incident per bus</b>	<b>Fines (INR)</b>
Modification of the design or paintwork of the exterior or interior of the bus without authorization of authority	1000.00
Missing bus body panels on the exterior/interior of the bus	1000.00
Defective or malfunction headlights, rear light, Brake light, turning indicator and parking lights at the time of bus operation	500.00
Dirty vehicle, inside or outside, at the time of start of first shift in the morning	500.00
Broken/damaged windows, fixed glass, front windshield or rear windshield	500.00
Fire extinguisher or any other firefighting equipment missing or beyond expiry date	500.00
Malfunction passenger door	500.00
Broken/Loose/Missing passenger seat	500.00
Loose handrails, roof grab rails, missing roof grab or any sharp edges on hand supporting system	500.00
Visible dent on the bus exterior	500.00
Malfunctioning/broken light in the passenger compartment	500.00
Placing any decorative article/religious figure or symbol inside or outside the bus	500.00
Placing any poster/advertisement/stickers/distribution of hand bills or similar items in any media inside or outside the bus which may or may not generate any revenue for the revenue for operator unless authorized by authority.	2000.00
Damage to the vehicle ITS or any other monitoring or ticketing equipment pre installed or installed by authority.	20000.00
Bus operation fine (per incident per bus)	
Arriving for the shift more than 10 minute late than as given in operating plan for a given route for given bus.	1000.00
Delay of more than 20 minutes beyond the end of shift	100.00
Driver or crew staff not responding to more than 3 consecutive directions sent by authority control centre	500.00
Stopping at bus station for longer than authorized by authority	200.00
Letting passenger access bus at location other than bus stop, bus station ,terminals or as designated by authority	200.00
Not stopping at station designated as per operating plan unless authorized by authority	200.00
Stopping at station not designated as per operating plan unless authorized by authority	200.00
Changing bus route without authorization of authority	500.00
Bus breakdown on road	500.00
Bus breakdown during operating hour other than road	200.00

Abandoning bus during operation hours	10000.00
Operating bus with Defective/Broken headlights, rear lights, break lights, turning indicators, parking lights	200.00
Use of electronic equipment like radio or music system unless authorized by authority	200.00
Use of cell phone by driver while driving	500.00
Driver in drunken or intoxication (alcohol or other toxic material)state	2000.00
Misbehavior of driver or other operators staff to authority official	2000.00
Misbehavior of driver or other operator staff to passenger or citizen.	200.00
Cause accident due to irresponsible driving	2000.00
Drive above speed limit set by authority	1000.00
Incorrect docking of bus at stop or terminals	200.00
Unauthorized driver driving bus	200.00
Causing minor damage to municipal or authority infrastructure	5000.00
Collecting excess fare from passenger	10000.00
Tampering environment of ITS /monitoring system with use of foreign environmental element line water, magnet, chew gum, dust etc.	10000.00
Missing of toolkit item	200.00
Missing or expiry first aid item	500.00
Non operational/malfunction PIS board	500.00
Non operational/mall function voice announcement system	500.00
In case of first fatal accident	As per court Order
In case of second fatal accident	As per court Order
Broken/Loose/Missing Passenger Seat	500.00
Non operational or poorly performing AC	1000.00

Above penalties/ fines are in addition to prevailing law.

- Note: 1. The above penalties are maximum limit how ever authority will decide and provide annual penalties schedule along with the operational plan.**
- 2. No penalty will be levied if any breakdowns are occurred due to Manufacturing fault and schedule maintenance carried by the operator on such bus.**

## 7. MISCELLANEOUS TERMS

- a. Operator must ensure reservation of seats for differently able, women, third gender community or any other specialized entity notified by authority.
- b. Maintain register and database with photograph of all employee/staff with particular duly verified from the police.
- c. The Operator shall fulfil the following conditions precedents before the COD (**commercial date of operation**) for the respective Lot of Contracted Buses. The Operator shall:

1. **Pay the Non-refundable Upfront Premium Contribution of Rs 122.64 Lacs (Equivalent to 10% of Vehicle Invoice Amount for NonAC Buses and 5% in case of AC Buses) out of which Half upfront Premium Contribution must be submitted at the time of vehicle delivery to the operator as per the quantity of vehicle and the remaining Half upfront Premium Contribution within 12 months after the Vehicle delivery.**

2. appoint duly licensed and trained bus-drivers, conductors, supervising staff and other personnel as provisioned in the RFP required for the purpose of operation and maintenance of the Contracted Buses in accordance with clauses of RFP and in accordance with Applicable Law;

3. provide and install any necessary moveable infrastructure such as equipments and machinery in Bus Depot, Terminals, and/or Parking Space as provided in **Annexure .....** to this RFP;

4. Obtain and maintain all Operator Clearances in accordance with the terms contained herein

5. ensure that all Applicable Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis) required in relation to the operation and maintenance of Bus Service;

6. During the term of this Project, the Project shall at all times, subject to and in accordance with the terms hereof, be known and designated, as 'JnNURM .....

.....' or by such other name, as from time to time may be determined by Authority in its sole discretion (hereinafter referred to as the "**Brand**") and the Operator shall ensure that the Buses always use and display the Brand in the manner prescribed by Authority;

7. the Operator hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry / termination of this Agreement, for whatever reason, the Operator shall make or be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which Authority is carrying on the business nor shall the Operator use a part of the style of its business any name(s), the Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;

8. nothing in this Agreement will ever be construed as giving the Operator any right, title or interest in whatsoever in or to the Brand or giving the Operator or others permission to use the same or any colourable imitation thereof in any manner, except in accordance with and during the subsistence of this Agreement or with the prior written approval of Authority. The Operator will not use the Brand,



as part of its corporate or other formal business name, except as may result as a consequence of the Operator operating the Bus Service under the Brand as per this Agreement. The Operator will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Operator of the Brand outside the scope of this Agreement, without authority's prior written consent, will be an infringement and/or passing off of authority's right, title and interest in and to the Brand, and the Operator expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the Operator will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof; and

9. Authority will assist operator in the promotion and marketing activities on its own or through any suitable agency hired by authority.

## **8. Accounts**

8.1. The Operator shall provide AUTHORITY 2 (two) certified copies of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of each Operation Year to which they pertain, including the accounts related to the First Operation Year and the Last Operation Year.

8.2. The Operator agrees that AUTHORITY or its agents shall, at all reasonable times, have the right to examine and/or audit the books and accounts of the Operator to verify the figures reported and to inspect any other records pertaining to the activities carried out in pursuance of this Agreement. In addition, AUTHORITY shall be entitled to appoint an auditor to audit the accounts and records of the Operator annually or at such intervals as may be decided by the Parties, subject to the following provisions:

- i. The Operator shall extend full necessary co-operation to such auditor to enable him /her to perform his / her duties
- ii. The Operator shall make available to such auditor all its accounts and records; and
- iii. On receipt of the report of the auditor, the Operator shall be entitled to address queries in respect of any points raised by the auditor and the Operator shall satisfy the auditor in regard to aforesaid points.

If the audit discloses any violation of an obligation by the Operator under this Agreement, the same shall be brought to the notice of the Operator by AUTHORITY or the auditor, and the Operator shall remedy the lapse to the satisfaction of AUTHORITY or the auditor within 1 (one) month from the date the violation is brought to the notice of the Operator. If the Operator does not remedy

the lapse to the satisfaction of AUTHORITY, this will be considered a Material Adverse Effect.

8.3. The Operator shall maintain and preserve during the Term of this Agreement full, complete, and accurate books, records, and accounts prepared in accordance with generally accepted accounting principles consistently applied including the records mentioned in this in Clause 10 as per CIRT format or CIRT norms

8.4. The Operator shall, during the Term of the Bus Operators Agreement, maintain complete and accurate records, including but not limited to the following and provide periodic reports in the manner required by AUTHORITY:

- (i) The details of the tickets/passes/cards issued to the Passenger;
- (ii) The amount of Fare collected during each shift of the Bus on a particular Route;
- (iii) The details of the frequency of Buses on a particular Route;
- (iv) The passenger load on each Route;
- (v) The details of each person working or connected with providing Bus Service on a particular Route;
- (vi) The total quantity and receipts of fuel used by each Bus;
- (vii) Maintenance (including any repair work) details in relation to Buses and any equipment and machines used in the Buses and Project Facilities;
- (viii) All its receipts from all sources derived or on account of the Project, income, expenditure, payments and assets and liabilities, in accordance with the Bus Operators Agreement, the Applicable Laws and good industry practice and
- (ix) Any other matter specified by AUTHORITY.

## 9. PERFORMANCE SECURITY

Successful bidder before entering into agreement with authority must submit performance security in to the manner specified below:-

- the Operator, shall submit to the Authority, on the Execution Date an unconditional and irrevocable bank guarantee or FDR in prescribed format for amount equivalent to **Rs 20,00,000/- (Rupees Twenty Lacs Only)** in favour of **“The Secretary, Bilaspur Urban Public Transport Society”**, from a nationalized bank, in India as per format provided in annexure (**“Performance Security”**). If Performance Security is in the form of FDR, interest accrued on FDR will be passed to operator after end of the contract

- The Operator shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Total Contract Period (“**Validity Period**”)
- Performance security in the form of bank guarantee shall be provided for the period of two years subject to renewal, such renewal should be made before 15 days from the date of expiry.
- The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - In the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
  - In relation to Operator’s Event of Default in accordance with the terms contain in RFP and agreement.
- At any time during the Validity Period, the Performance Security has either been partially or completely been en-cashed by the Authority in accordance with the provisions of Agreement. The Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate Agreement.
- On termination of project Agreement, the Performance Security shall be returned to the Operator, subject to any deductions which may be made by the Authority in respect of any outstanding dues under contract.

**ELIGIBILITY CRITERIA FOR THE BIDDERS:**

Following are eligibility criteria for bidders. Bidders who fulfils following criteria are eligible to bid and this RFP

- a. The bidder eligible for participating in the bid process must be a legal entity. Legal entity can be an individual, a partnership firm or Indian Company incorporated under the provisions of Indian Companies Act, 1956 or any other relevant act.

OR

- a. Consortium of above entities (Maximum Three) in which case the entire eligibility criterion shall be applicable to the lead and consortium member jointly as mentioned in RFP. The bidder should be legally competent to enter into contract as per prevailing laws.

For the documentary evidence of above criteria, the bidders shall submit copies of its certificate of incorporation and the memorandum and Article of association along with its bid. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities.

- b. Bidder must have Experience in Ownership or Operation Agreement with Government / Private Sector of at least 50 buses (standard, midi/ mini buses).

For the documentary evidence of above criteria, bidder must submit self certified copy of RC book for the case of ownership or letter of award and copy of Operation Agreement with Government or private sector.

- c. The bidders must have 05 years experience of Passenger public transportation business.

For the documentary evidence of above criteria, bidder must submit self attested copy of relevant document issued by concerned government authority.

- d. The bidder must have Average Annual Gross Turnover of more than Rs. 1 Crores during the last three financial years from operation of buses and Transportation Activity and Net Worth of more than Rs. 50 lacs, as on the last day of financial year 2013-14.

For the documentary evidence of above criteria Bidders must submit the Audited Balance sheets/Annual Reports for the last three financial years i.e. 2011-12, 2012-13, and 2013-14.

- e. The technical experience and financial capabilities of any other Group Company, or holding company or subsidiary company of any Bidder shall not be considered for evaluation.

- f. Agents, brokers and middlemen are not eligible for participation in the bid.

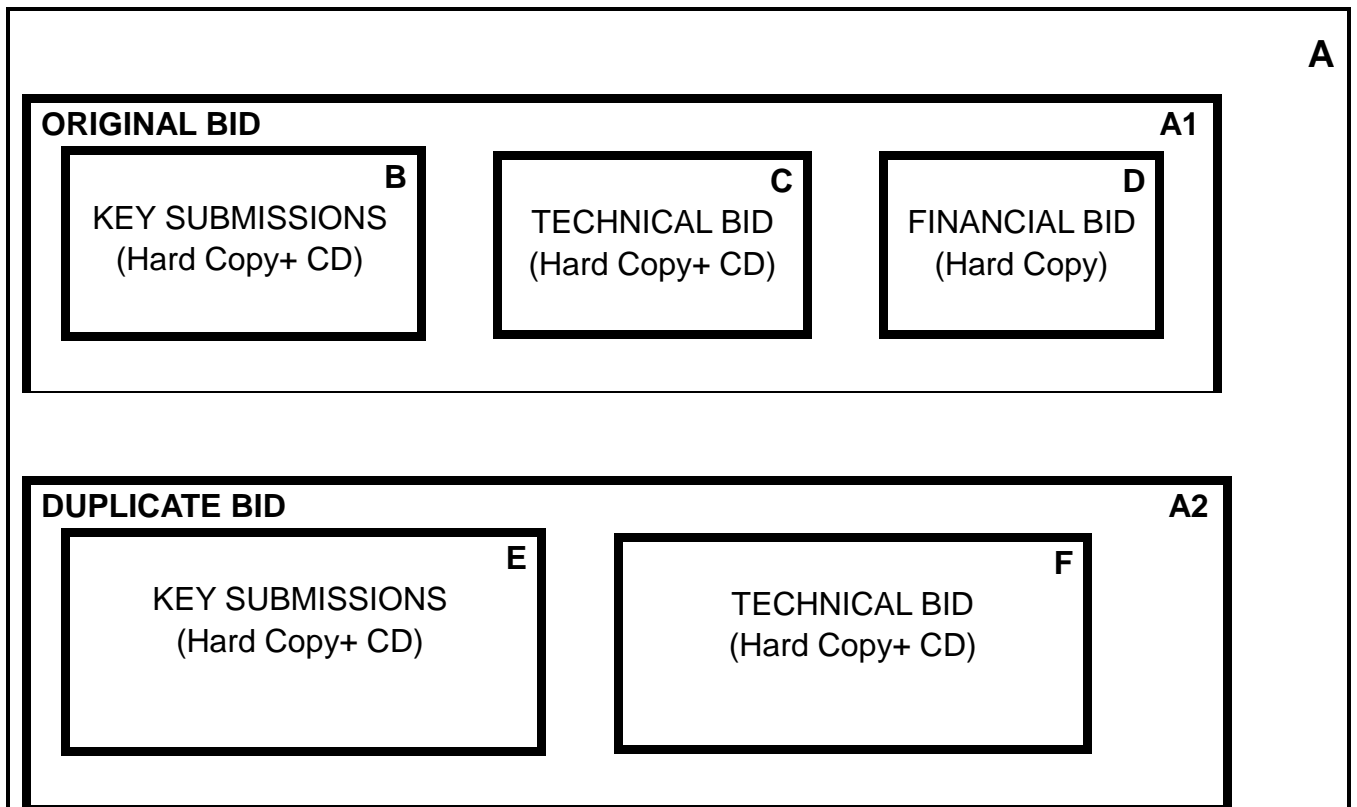
**SECTION V: INSTRUCTIONS TO BIDDERS (ITB)**

1. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder’s risk and may result in rejection or disqualify Technical of the RFP. Operator shall ensure safety and security of buses during operations.

**2.1 Brief Description of the Bidding Process**

- (a) The Authority shall adopt a single bid process with evaluation as per the RFP (referred to as the “**Bidding Process**”) for selection of the Successful Bidder for award of the project. The Bidders shall submit their Bids in accordance with this RFP. The Bidders need to offer bid which conforms to the draft Contract provided as part of this RFP Document and the Technical specifications.

The Bid submitted by the each Bidder will comprise of following envelopes:



**Envelope A: Cover Envelope**

**Envelope B: Key Submissions [ORIGINAL & DUPLICATE]**

**Envelope C: TECHNICAL BID [ORIGINAL & DUPLICATE]**

**Envelope D: FINANCIAL BID [ORIGINAL ONLY]**

The separates envelopes will contain the information and data as stipulated in this RFP below.

- (b) Bidders must note that the “Financial/Price Bid” of the only such Bidders who submit responsive bids and who meet the Qualification Criteria and are determined to be “Eligible Bidders” in accordance with the provisions if this RFP will be opened only online.
- (c) This RFP is not transferable.
- (d) The Bidders others than the Successful Bidders , shall be kept in reserve and may in accordance with the process specified in Clauses of this RFP , be invited to match the Bid submitted by the Successful bidders in case such successful bidders withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Successful Bidder, the Authority may in it discretion, either invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- (e) Bidders are invited to examine the Project in greater detail, and to carry out at their cost, such studies as may be required for submitting their respective Bids for the award of the project.
- (f) Any queries or request for additional information concerning this RFP shall be submitted in writing by fax or through e-mail to the officer designated as provided in Clauses of this RFP

The envelopes / communication shall clearly bear the following identification / title:

**Selection of Operators for Operation, Maintenance and Management of City Bus Services and Ancillary Infrastructure in Bilaspur Urban Agglomeration in Chhattisgarh**

**(g) Cost of RFP document**

Tender Document can be downloaded from official **website [www.raipur.gov.in](http://www.raipur.gov.in) & <https://www.BUPTS.in>** Or can be purchased from the Office of the Society by **paying the docket cost**. The Docket cost of **Rs 10,000/- (Rupees Ten Thousand only)** has to be deposited in the form of DD if RFP is downloaded from website. The Receipt of Docket Cost (if Docket is purchased from Office of Society) must be submitted along with the proposal.

## 2.2 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

SI No.	Event Description	Date
1	Date of issue RFP	23/05/2015
2	Last Date of receiving queries	03/06/2015 at 2:00 pm at Office of BUPTS
3	Pre-bid Meeting	05/06/2015 at 2:00 pm at Office of BUPTS
4	Last Date of Purchase of RFP document	09/06/2015 till 5:00 pm
5	Bid due date	11/06/2015 at 5:00 pm
6	Opening of Envelope B – Technical Bid	11/06/2015 at 5:15 pm
7	Opening of Envelope C – Financial Bid	15/06/2015 at 4:00 pm
8	Letter of Award (LOA )	Shall be intimated later
9	Signing of the Contract	Shall be intimated later

## 2.3 Bid due date

- (a) The last date of submission of the Bids (“the **Bid Due Date**”) shall be specified in table given in Clause 2.2 above. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (“**Bid Validity Period**”).
- (b) Bid should be submitted before time specified on the Bid Due Date at the address and in the manner and form as detailed in this RFP.

### **Envelope A: Cover Envelope**

### **Envelope B: Key Submissions [ORIGINAL & DUPLICATE]**

### **Envelope C: TECHNICAL BID [ORIGINAL & DUPLICATE]**

### **Envelope D: FINANCIAL BID [ORIGINAL ONLY]**

- Envelope A will be opened first. It must contain Sealed Envelopes A1 & A2 inside it.
- Then Envelope A1 will be opened, it must contain Sealed Envelopes B, C & D inside it. Similarly Envelope A2 will be opened, it must contain Sealed Envelopes E & F inside it
- Next Envelope B will be opened and checked for Original Receipt or DD of Docket Cost and EMD instrument. Now Envelope E with Duplicates of Receipt or DD of Docket Cost and EMD instrument will be checked for, If they are found correct then
- Envelope C (Original Technical Bid) & Envelope F (Duplicate Technical Bid) will be opened.
- Technical Bid will be scrutinized and Short listing of Eligible Bidders will be done.

- Lastly Envelope D (Financial Bid) of only shortlisted bidders will be opened.
- Financial/ Price Bid (of only shortlisted bidders) will be opened as per schedule and terms & conditions of RFP.

- (c) The Authority may, in its sole discretion, extend the Bid Due Date by the issuing an Addendum uniformly for all Bidders. This addendum will be only published in website.
- (d) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summary rejected.

## 2.18 Sealing and Marking of Bids

(I) The Bidder shall submit its Bid in following envelopes as follows:

S. No	Envelope & Title	Annexure to be inserted	Documents to be attached
1	Envelope B: "Key Submissions"	As per Clause 8 (1)	<ul style="list-style-type: none"> <li>• RFP Fee</li> <li>• EMD</li> </ul>
2	Envelope C: "Technical Bid"	From <b>Form T1</b> to <b>Form T6</b> and <b>Schedules 4, 5, 6, 9</b>	<ul style="list-style-type: none"> <li>• RFP document, Agreement and by the Authorized representative</li> <li>• Cover letter as per <b>Form T1</b></li> <li>• Power of Attorney as per <b>Form T2</b></li> <li>• General information of Bidder as per <b>Form T3</b></li> <li>• Relevant experience as per <b>Form T4</b></li> <li>• Financial Capability Statement as per <b>Form T5</b></li> <li>• Project Undertaking as per <b>Form T6</b></li> <li>• Power of Attorney in case of Consortium as per <b>Schedule 4</b></li> <li>• Anti black listing certificate as per <b>Schedule 5</b></li> <li>• Joint Bidding Agreement in case of Consortium <b>Schedule 6</b></li> <li>• Pre contract integrity pact as per <b>Schedule 9</b></li> <li>• Any other document required as per the RFP terms.</li> <li>• <b>The Price Bid/prices should not be mentioned anywhere in Envelope-B or C</b></li> </ul>
3	Envelope D: "Financial Bid"	<b>Annexure.....</b>	<ul style="list-style-type: none"> <li>• <b>The Price Bid/prices must be quoted as per the given proforma in Annexure.....</b></li> </ul>



Envelope A1 (B,C&D) & Envelope A2 (E&F) shall be placed in one larger outer Envelope A, sealed and marked as **“Selection of Operators for Operation, Maintenance and Management of City Bus Services and Ancillary Infrastructure in Bilaspur Urban Agglomeration in Chhattisgarh”**

- (ii) Sealing and Marking of Bids
  - (a) Envelope A1 duly marked ORIGINAL BID shall contain 3 sealed envelopes, namely Envelope B, Envelope C & Envelope D.
  - (b) The Bidders shall seal Envelope B, Envelope C & Envelope D separately, duly marking the envelopes as “Envelope B: KEY SUBMISSIONS”, Envelope C: “TECHNICAL BID” & Envelope D: “FINANCIAL BID”. These envelopes shall then be sealed in a single outer Envelope A1.
  - (c) The Bidders shall provide one duplicate of all the documents sealed inside Envelope A2 (E&F). The Bidder shall seal the requisite originals and duplicates of the documents in separate envelopes, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”. In the event of any discrepancy between the original and duplicate, the original shall prevail.
- (iii) Each of the envelopes must be super scribed with the following information:
  - a. Name and Address of Bidder
  - b. Contact person and phone numbers and email ids
  - c. Title of the Project
- (iv) Each of the envelopes shall be addressed to:  
((Through either registered post or courier))

**The Secretary**  
**Bilaspur Urban Public Transport Society**  
**Office of Bilaspur Urban Public Transport Society,**  
**Collector office, New Composite Building**  
**Bilaspur – 495001, Chhattisgarh.**

- (i) If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- (vi) Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.19 Contents of the Bid**

The contents of the Bid and the opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

## **3. EVALUATION OF BIDS**

3.1 The Bidders would be required to submit documents as listed in this RFP document along with supporting documents.

3.2 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) It is received as per the format specified in RFP;
- (b) It is received by the Bid Due Date including any extension thereof as specified therein
- (c) It is signed, sealed, and marked as specified therein;
- (d) it contains all the information in accordance with Key Submissions and comprising the RFP fee and EMD submission (complete in all respects) as requested in this RFP (in formats same as those specified); and it is accompanied by sealed Envelopes as specified in 2.18.
- (e) It does not contain any condition or does not fulfill qualification conditions; and
- (f) It is not non-responsive in terms hereof.

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

**4. Clarification to RFP Documents:** Documents in the event that any Bidder requires any clarification on the RFP, such Bidder is expected to submit its queries in or before the pre-bid meeting to the Secretary, BUPTS by sending the same at the following email addresses: before the date of pre bid. Nothing in this section shall be taken to mean or read as compelling or requiring BUPTS to respond to any questions or to provide any clarification to a query. BUPTS reserves the right to not respond to questions it perceives as non-relevant or not to provide clarifications if BUPTS in its sole discretion considers that no reply is necessary. Clarification/response to the queries, if any shall be uploaded only on the website of authority.

**5. Amendment of Bidding Documents:** At any time before the deadline for submission of RFPs, authority may, for any reason, modify the RFP document by amendment. Any amendments/ modifications to the RFP shall be uploaded only on the website

[www.BUTPS.in](http://www.BUTPS.in) and [www.bilaspur.gov.in](http://www.bilaspur.gov.in) The contents, terms and conditions of all such Addendums(s)/modifications shall be binding on all Bidders. The bidders are advised to visit website on regular basis.

## 6. Pre-Bid Meeting

Pre-Bid conferences of the Bidders will be organized at the designated date, time and place. A maximum of two authorized representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the authority. The authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 7. Documents constituting RFP: The documents constituting the RFP shall be as follows:

- **Technical Bid (TB):** The technical bid should be in the form and manner set forth in this RFP and should comprise of all documents required to be submitted as per given format in RFP.
- **Financial Bid:** The financial bids should be in the form and manner set forth in this RFP and should comprise of all such format as detailed mentioned in the RFP.

## 8. Preparation of Bids

1. **Format of Earnest Money Deposit:** Bid submitted in response to the RFP shall be accompanied by a bid security of **Rs 3, 00,000/-[Three Lacs Only]**(hereinafter referred to as “**Bid Security**” or “**EMD**”) in the form of a Demand Draft issued by a scheduled bank drawn in favour of “**The Secretary, Bilaspur Urban Public Transport Society**” payable at Bilaspur at the time of tender submission.
2. **Authentication of Bid:** The original and the copy of the bid shall preferably be typed and shall be Sealed & Signed by a person or persons duly authorized by the bidder in his behalf by way of a power of attorney duly executed by the bidder in the form defined in **Form T2**. The person or persons signing the bid shall initial all pages of the bid document with seal and provide full name and signature on the signature pages. Bidder should submit the self-attested copies of all the supporting documents along with the affidavits as the evidence for meeting the prequalification and technical evaluation. BUPTS shall have the right to call for original documents and /or to get the documents verified.
3. **Number of Copies of Bid:** The bidder shall submit online bid as well as physical (manual mode) bid as defined in causes of this RFP. **Bidder must not submit financial bid in manual mode.**
4. **Submission of RFP:** Bidders shall bid for all 50 buses and no part bid will be

accepted. Further, the bidders are required to quote Rates in the format specified in the online Financial Bid Format.

- 9. Evaluation of bids:** Notwithstanding anything contained in this RFP, the BUPTS will have sole and absolute right to evaluate each bid and the BUPTS is not bound to compulsorily select/appoint Successful Bidder for each Route out of the bids the BUPTS has received in accordance with this RFP.
- 10. Validity Period:** Bids shall remain valid for a period of 180 days (one hundred and eighty) after the last date of submission of bids prescribed by the BUPTS. The BUPTS reserves the right to reject a bid as non-responsive if such bid is valid for a period of less than 180 (one hundred and eighty) days and the BUPTS shall not be liable to send an intimation of any such rejection to such bidder
- 11. Extension of Period of Validity:** In exceptional circumstances, the BUPTS may solicit the bidder's consent for an extension of the period of bid validity period. Any such request by the BUPTS and the response thereto shall be made in writing and such extension of bid validity period by the bidder should be unconditional. A bidder may refuse the BUPTS's request for such extension without forfeiting the Bid Security. A bidder accepting the request of the Regulator shall not be permitted to modify its bid.
- 12. Mailing Address for Bids:** Bids shall be addressed to the BUPTS and sent at the following address:
- The Secretary,  
Bilaspur Urban Public Transport Society,  
Office of BUPTS, Collector office,  
New Composite Building  
Bilaspur (C.G) – 495001.**
- 13. Last Date and Time for Submission:** The bids must be received by the BUPTS, at the specified address, latest by defined key schedule of RFP. In the event of the specified date which is stipulated as the deadline for submission of bids is declared as a holiday for the authority, the bids will be received up to the appointed time on the next working day at the same time.
- 14. Extension of Deadline for Submission of Bids:** If the need so arises, the authority may, in its sole discretion, extend the deadline for submission of bids by amending the RFP in this behalf. In such event, all rights and obligations of the authority and bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the deadline for submission of bids shall be notified to the bidders by dissemination of requisite information in this behalf on the website i.e. <http://www.BUPTS.in> or [www.bilaspur.gov.in](http://www.bilaspur.gov.in)
- 5. Late Bids:** Any bid received by the authority after the deadline for submission of

bids prescribed by the Regulator will be summarily rejected and may be returned unopened to the bidder. The authority shall not be responsible for any postal delay or non-receipt / non-delivery of any documents.

**16. Modification and Withdrawal of Bids:** Bidder shall not be allowed to modify any part of its bid after the bid submission. In order to avoid forfeiture of Bid Security, a bidder may withdraw its bid after submission thereof, provided that the Regulator receives written notice of such withdrawal before the expiry of deadline for submission of bids.

**17. Clarification of Bids:** During evaluation of bids, the authority may, at its discretion, ask the bidder(s) for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by the authority before the expiration of the deadline prescribed in the written request for clarification, the BUPTS reserves the right to make its own assumptions at the risk and cost of the bidder.

### **18. Rejection of Bid**

a. A Bid is likely to be rejected by the authority without any further correspondence, as non-responsive, if:

- i. bid 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; or
- ii. bid is not submitted in the bid-forms annexed in the RFP; or
- iii. bid is submitted by telex, fax or email; or
- iv. Bid Security does not conform to the provisions set forth in this RFP; or

b. Failure of any one (or more) of the conditions set forth herein above shall result in rejection of bid.

c. In addition to the foregoing, in the event a bidder makes an effort to influence the Authority in its decisions on bid evaluation, bid comparison or selection of the Successful Bidder, it may result in rejection of such bidder's bid.

### **19. Criteria for Evaluation of Bids**

a. **Criteria for Evaluation of Bid:** The bids shall be evaluated on the basis of qualification criteria set in relevant clause of this RFP.

#### **Determination of Successful Bidder**

The Successful Bidder shall be determined on the basis of **highest weighted average monthly Bus Royalty Fee taken into account the typology of buses** offered. Successful Bidder shall, have to quote the price inclusive of all taxes and

have a non-transferable rights to operate and maintain the Bus Service subject to the Bus Operator Agreement.

S No	Category of Bus	Total No. of Buses (A)	Total number of seats in buses (B)	Weighted of bus segment (C)	Quoted Fees per bus per month (In INR) (D)	Total Amount (A*D) (In INR)	Weighted amount (C*D)
1	Mini Non AC	15	330	0.23			
2	Midi Non AC	25	800	0.55			
3	Midi AC	10	320	0.22			
		50	1450	1.0		$E=\sum(A*D)$	$F=\sum(C*D)$
Weighted Average Monthly Fee ( F/ 4 )							
(Amount In Words)							

**20. Discharge of Bid Security/EMD of unsuccessful bidder(s):** The Bid Security/EMD of unsuccessful bidders will be discharged / returned as promptly as possible after the expiry of bid validity period and latest by the 30th (thirtieth) day from the signing of the Bus Operators Agreement with the Successful Bidder.

**21. Discharge of Bid Security of Successful Bidder:** The Successful Bidder shall be required to furnish a Performance Guarantee on or before the date of signing the Bus Operators Agreement. The Bid Security of Successful Bidder shall be discharged only after the Successful Bidder furnishes the Performance Guarantee. The Successful Bidder's Bid Security shall not be adjusted against the Performance Guarantee.

**22. Forfeiture of Bid Security:** The Bid Security of a bidder shall be forfeited in the following events:

- a. If a bidder withdraws the proposal during the bid validity period,  
or
- b. In case the Successful Bidder, fails to sign the Bus Operators Agreement or fails to furnish the required Performance Guarantee with in stipulated time in accordance with the Bus Operators Agreement.

**23. Award of Contract:** Single contract shall be awarded for the entire service. The Authority shall issue a letter of acceptance ("LOA") to the Successful Bidder. The BUPTS shall issue the LOA in duplicate to the Successful Bidder and the Successful Bidder would be required to sign and return the duplicate copy of the LOA as acknowledgement within 7 (seven) days of the receipt of the LOA by the Successful Bidder. In case the duly signed duplicate copy of the LOA by the Successful Bidder is not received within the stipulated 7 (seven) days, the Authority shall have the option to either extend such time limit for the receipt of the duplicate copy or deduct from the Bid Security of such Successful Bidder an amount which at the sole

discretion of the authority is believed to be the loss and/ or damages suffered by the authority as a result of the delay in providing the acknowledgement. In the event the Successful Bidder fails to acknowledge the LOA, and the next eligible bidder may be considered by the Regulator. It will be the sole discretion of authority to consider next eligible bidder or to call for afresh bid.

**24. Signing of Bus Operators Agreement:** Bidders should note that in the event of acceptance of its bid, the Successful Bidder(s) would be required to execute the Bus Operators Agreement in the form approved by authority in relevant valued non judicial stamp paper. It is clarified that the issuance of the LOA shall be followed by signing of the Bus Operators Agreement (as aforesaid) and thereafter the Successful Bidder shall commence operations of providing the Bus & depot Service as per the Bus Operators Agreement. The signing of the Bus Operators Agreement shall be completed no later than 1 (one) month of the issuance of the LOA to the Successful Bidder or within such extended time frame as extended by the authority in its sole discretion. In the event the Successful Bidder is unable to execute the Bus Operators Agreement within the time period, the authority will have the right to withdraw the offer immediately from the Successful Bidder and extent offer to the next subsequent bidder. Thereafter, the previously appointed Successful Bidder will have no rights and its Bid Security will be forfeited.

**25. Annulment of Award:** Failure of the Successful Bidder to comply with the requirements set forth in this RFP and /or the provisions of the Bus Operators Agreement shall constitute sufficient grounds for the annulment of the award of the bid and forfeiture of the Bid Security. In such case, the authority will have the right to replace the Successful Bidder with the next highest bidder. Thereafter, the previously appointed Successful Bidder will have no rights.

**26. Failure to abide by the Bus Operators Agreement:** The conditions stipulated in the Bus Operators Agreement shall be strictly adhered to by the Operator and any violation thereof by the Operator may result in termination of the Bus Operators Agreement without prejudice to any rights available to the Regulator upon such termination as set forth in this RFP and/or the provisions of the Bus Operators Agreement.

**27. Payment of Bus Royalty Fee (BRF):**

In consideration of the access rights, privileges and interests granted by the authority to the successful bidder in terms of the Agreement, the successful bidder/ Operator shall pay to the authority the Bus Royalty Fee per bus per month in Indian Rupees and service tax as applicable from time to time within 10 days from the end of each month throughout the contract Period.

Bus Royalty Fee (BRF) shall start from end of first month from Commercial Operations Date. This date will be declare and notify by the authority.

In the event of delay up to one week in payment by the operator, the operator shall to pay to the authority interest at the rate of SBI PLR plus 2% per month. In

the case of delay beyond such four weeks, it shall be an Operator Event of Default and amount will be recovered from performance security of operator.

If the amounts due hereunder are not cleared within 60 (sixty) days, then authority shall have the right to en-cash Performance Guarantee at the Operators risk and costs.

**28. Passenger Fare/ User Charges:**

Passenger fare duly notified as per relevant act and rule on and from the date of commencement of operations of the Project till the end of the contract will be collected by the Operator. Successful bidder/ Operator shall have the sole and exclusive right to demand, collect and Passenger fare/User Charges from the passengers as notified by GoCG from time to time in accordance with this RFP.

**29. Passenger Fare/User Charge Revision:**

The Passenger Fare / User Charge are subject to revision authority will likely to revise the passenger fare on annual basis. It is agreed and understood by the Operator that it will only be able to charge revised Fare from the Passengers once the same has been approved in writing by authority and duly notified as per Applicable Laws.

**30. Passenger Concession Pass System:**

The Operator can issue concession passes to students, senior citizens and frequent travelers etc. as per his discretion.

**31. Advertisement Right:**

The operator has right to advertise (as per the applicable Advertisement Rules & Regulation) but the same will be regulated by the authority and shall be shared between authority and operator in the ratio of 25% and 75%. However advertisement right on bus stops will be solely with authority and operator will not claim any share in the revenue arising out of this advertisement/publicity.

**Advertisement Agreement:**

The operator must sign the tripartite agreement between authority, Advertisement Vendor & operator. The Advertisement Vendor will be chosen by the authority through transparent bidding process.

**Revenue:**

The authority will transfer the 75% of agreed amount per month to the operator after receipt of reimbursement proposal.

**Penalty on advertisement:**

Authority will pay Rs. 3000/ per bus per month to the operator if he fails to issue tender for the selection of advertisement agency and it remain pending for more than 2 months.

In case of fleet remains off road more than 15 days due to any reason except force majeure condition, the authority will impose penalty as per standard terms of the project, apart from penalty the operator will be responsible for loss of revenue



of advertisement partner and this loss in advertisement revenue will be deducted from the operators share.

**Area for Advertisement in Bus:**

- a) Device:- Bus Body Vinyl Stickers or Standard Quality Painting
- b) Permitted only on vehicles whose primary purpose is to serve a useful function in the transportation of persons or commodities from one place to another.
- c) Advertisements shall be affixed, painted, magnetically applied on the outer surfaces of the vehicle.
- d) No animation or movement of any form shall be permitted in fleet advertising.
- e) Advertising devices shall not interfere in any way with the mandatory vehicle signs such as purpose of the bus service, number plate etc.
- f) The advertisement partner shall have to obtain a no objection certificate from the Municipal Corporation for the display of advertisement at their own cost.

**32. Special Purpose Vehicle:**

Formation of Special Purpose Vehicle for Implementation, Operation and Maintenance of city bus project will be applicable in case of bidding by the consortium however in case of bid by the single entity it will be optional.

Successful Bidder in case of consortium (Maximum 3) should form the Special Purpose Vehicle Company, under the companies act, 2013 for implementation, operation and maintenance of city bus project. BUPTS shall sign City Bus Operator Agreement with this newly incorporated Company. The shareholding in the SPV shall remain as per following conditions.

- a. In case Successful Bidder is a Single Bidder, it shall hold all time initially during the project implementation and thereafter two years of operation 100% of paid up and equity capital of newly incorporated consortium company which can be reduce 75% thereafter during the remaining contract period.
- b. In case Successful Bidder is a Consortium then Lead member of the consortium would be required to hold, initially during the project implementation and thereafter two years of operation 75% of aggregate shareholding of newly incorporated consortium company which can be reduce 51% thereafter during the remaining contract period. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Bus Operator Agreement, not less than 11% of the aggregate shareholding of the newly incorporated Joint venture company.

**33. Bus Terminal & Bus Depot:**

Building infrastructure for bus terminal and bus depot will be provided as and

where basis including necessary amenities like washing platform, storage area for spares and tools, shed for repair & maintenance work.

Operator will be entitled to use the facility and keep them in a good condition. Further maintenance shall be done by the operator by his own; he shall purchase all necessary tools and equipments and replace them in case of damage or obsession. Ownership of the premises and facilities will belong to BUPTS, he shall also have right to develop/use the premises with written consent from BUPTS.

The Operator must keep all tools, equipments, fuel, consumables, machine and material which are required for the uninterrupted and continuous operation of city bus services.

### **34. Standard of Performance**

Operator shall perform the services and carry out its obligations under the as per the terms and condition with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering standards recognized by the Indian professional bodies and shall observe sound management, technical and engineering practices. Operator shall deploy appropriate advanced technology and safe and effective equipment, machinery, material and methods for the City Bus Project. In the event that BUPTS requires any interaction and / or arrangement with a third party in relation to the this project, Operator shall act as a faithful advisors to authority in such process and shall, at all times, support and safeguard authority legitimate interests in this context. Failure to comply with the performance standards set forth in clause the penalties will be imposed.

### **35. Ownership & Protection of Property**

- a) Authority shall retain the title and ownership of project buses including bus depots and bus terminals and allied infrastructure, such title and ownership in any way shall not pass to the operator.
- b) Authority shall own any and all data created out of this project at all the times, i.e. both during and after the expiry / termination of the contract. Operator shall not have any claim on and for such data and shall not for any reason withhold such data from Authority. All information / software data / data will be the property of Authority.
- c) Operator shall exercise all due caution to protect and maintain the data created out of this Project.
- d) Operator shall not share, sell or in any manner use the data created by them out of this Project otherwise than in accordance with the terms of the Contract Agreement. All data will be sole property of BUPTS.
- e) The Operator can sell the old spares, scarps etc., in the depot with written consent of BUPTS.

- f) **After successful completion of the contract, Buses shall be transferred to the operator at No Cost. But the procedural cost of transfer must be borne by the operator.**

### **36. Force Majeure**

Any cause that is beyond the reasonable control of the firm / agency or authority will be force majeure condition. The cause of the force majeure condition will be taken into consideration only if the bidder notifies within 15 days from the occurrence of such delay. The authority shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the firm shall submit its representation along with documentary evidence for scrutiny by the authority and decision of the authority in this regard shall be final and binding.

If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

Notwithstanding the provision of this clause, the Contractor shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

### **37. Insurance**

Operator will be responsible for obtaining registration, Insurance & permit for all buses. However authority will provide necessary support in obtaining these. Only First time Registration & Insurance will be reimbursed by authority to the operator on submission of proper reimbursement proposal by the operator. operator will be responsible for maintaining all Consecutive insurances during the contract period. The Operator shall, at its cost and expense, purchase and maintain during the Contract Period, such insurances as are necessary including but not limited to the following:

- (a) Buses, Equipments, Hardware and Software delivered and installed to the extent possible at the replacement value with Authority as beneficiary.
- (b) Fire and allied natural calamities for the Central Control Centre at replacement value with the Authority as co-beneficiary;
- (c) Operator's all risk insurance with the authority as co-beneficiary;

- (d) Comprehensive third party liability insurance with the authority as co-beneficiary;
- (e) Workmen's compensation insurance with the authority as co-beneficiary;
- (f) Any other insurance that may be necessary to protect the operator, its employees and the project against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (e) with the authority as beneficiary/co-beneficiary;
- (g) The Operator shall, from time to time, provide to the authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with this contract.
- (h) If operator shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto , authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from operator.

**Applicability of Insurance Proceeds:**

- a. In case of any loss or damage in the bus or actual allied infrastructure or in case of injury or death of passenger or third party, it will be the responsibility of the contractor to lodge the necessary claim on insurer and pursue the same. The contractor shall, however, at his own cost replace/ rectify the buses/Property/ loss of asset / damaged to the entire satisfaction of the authority, within 30 days from the date of accident occur , without waiting for the settlement of the claim.
- b. All moneys received under insurance policies shall be promptly applied by the operator towards repair or renovation or restoration or substitution of the Project or any equipment/device thereof which may have been damaged or required repair/modification.
- c. The operator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project, or any part thereof, shall, after such repair or renovation or restoration or substitution is as far as possible in the same condition & specification as they were before such damage or destruction, normal wear and tear accepted.
- d. For insurance policies where the authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project .

### **38. Safety Measure:**

- a. The operator should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the premises/depots or workshop.
- b. The operator should abide by and conform to all the rules and regulations in force from time to time and ensure that the same are followed by his representatives, personal or workmen working in the buses, premises/depots or workshop.
- c. The operator should ensure that while working in the buses, premises/depots or workshop, unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment, does not occur.
- d. The operator should indemnify and keep the authority indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons in the buses or within the premises/depots or workshop and any loss or damage to property of Purchaser sustained due to the act or omissions of the operator irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time.

### **39. Insolvency & Breach of Contract**

The Regulator may at any time, by notice in writing summarily terminate the contract without compensation to the Bidder/Contractor in any of the following events, that is to say:

- a. if the operator being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b. if operator being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

- c. If operator commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Bidder/Contractor shall, under no circumstances, be entitled to any gain on repurchase
- d. If operator shall have found practicing / engage in any illegal or unethical activity

#### **40. Fraud & Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, 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. In such an event, the authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the authority towards, inter alia, time, cost and effort of the authority, without prejudice to any other right or remedy that may be available to the authority hereunder or otherwise.
- b. Without prejudice to the rights of the authority under Clause a hereinabove and the rights and remedies which the authority may have under the LOA , if a Bidder , as the case may be, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the authority in future such Bidder , as the case may be, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c. For the purposes of this Clause the following terms shall have the meaning hereinafter respectively assigned to them:
  - a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the 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 authority who is or has been associated in any manner,

directly or indirectly with the Bidding Process or the LOA or has dealt with matter of RFP 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 authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the authority in relation to any matter concerning the Project;

- b. **“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 ;
- c. **“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;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### **41. Other Term & Condition:**

1. At the time of RFP submission The bidder must sign and submit the Pre contract integrity pact issued by GoCG format for same is attached in **Schedule 9**
2. It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any affect on the performance/ completion of the contract in all respects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time. On such matters, the authority shall not entertain any request from the bidders.
3. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial

pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate

4. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bilaspur (Chhattisgarh) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
5. Authority have right to take action in case of any misconduct/ misbehave with the staff of authority or with any citizen in the form of penalty or anything which will be deducted by authority as per penal schedule.
6. Offers with deviations in commercial terms & conditions like payment term, validity etc. is liable to be rejected out rightly.
7. The operator will keep ready all the records/ cash book/ ledger/ vouchers/ bank statement all other documents with books of record ready all the time for the inspection of the authority or authorized officers / auditor/ management consultant of authority.
8. After the end of the financial year the operator should complete the account books up to 30th June every year and submit it to the office of authority along with audit report.
9. If operator/ staff / representative or anyone concerned will found to be involved in any illegal activity, the contract will be immediately terminated with forfeiture of EMD & Performance security.
10. Operator is not to be allowed to use the property / buses for any other work except its operation. The operator in no way to mortgage/rent/lease the fleet handed over to him by authority whatever may be the reason.
11. Operator should be liable for any legal formalities/permits/road tax applicable on the buses and payment of any tax & duties levies on such case and any license fees and authority will not be responsible for the same. However permit charges at first time will be borne by the authority whereas further renewal will be the liability of operator.
12. All taxes/ duties related to labour act / law such as PF, ESI, and Gratuity will be the



liability of the operator and authority will not be responsible for the same. The operator must follow all the labour laws & acts.

13. Operator should furnish copy of ESI on monthly basis to the authority.
14. Operator should cooperate with the authority and furnish required/desired information any time with immediate effect.
15. At the time of end/termination of agreement any dues whether related to government department or private parties will be disposed by the operator and authority will not be responsible for the same. The operator should produce No Dues Certificate from relevant agencies before the possession of buses after the expiry of contract period.
16. Cost of insurance such as accident/ fire/theft etc will be paid/ bear by the operator. Operator will be liable for any damage of property, furniture, fixture, plant & machinery etc. The financial recovery will be made by the operator in case of such incidence.
17. It is the duty of the operator to keep all buses including all amenities, furniture, fixture, bus depot, terminal in a good condition and handover all of these at the time of end/termination of the contract to BUPTS in a good condition.
18. Any such work which is illegal or against Law should not be done by the operator or by his employees. If any such act done by contractor / his employees, the operator is fully responsible and authority will not be responsible for the same.
19. Any such work which is Illegal or against Law should not take place in Bus Depot and Terminals and in other facilities provided to the operator. It is fully prohibited.
20. All the penalties have to be paid within 30 days from the date of penalty announced by the authority.

**42. Subletting of work:**

The awarded firm shall not sublet the work without permission of the authority.

**43. Route Rationalization/ Change in Routes:**

There will be discretion of route rationalization / change in route will be made by the authority at any time during the contract period and the operator has to follow the same.

**44. Future Expansion:**

Authority will have right to increase/decrease the buses on the same route or on the other route in urban agglomeration. During the contract period, no. of buses can be increased or decreased with a minimum notice period of 07 days under this project under the same terms and conditions. Decision regarding increasing and decreasing the buses over and above contracted buses will be at the discretion of authority only and if authority feels that operation of buses seems to

be satisfactory by the operator, in this condition the existing operator will be given first preference as per transparent and governmental framework to bid for the increase in fleet.

**45. Jurisdiction:**

Any dispute or difference, arising under, out of, or about this work order shall be subject to Exclusive Jurisdiction of the competent court at Bilaspur (CG) only.

**46. Modification/Amendment in RFP**

Modification/Amendment/Corrigendum, if any, to the RFP document, shall not be advertised in the newspapers but shall be posted in the website only.

The authority reserves the right to modify / cancel the whole process or part thereof at any stage of the said project without assigning any reasons thereof.

**47. Site Visit and Verification of Information**

**47.1.** Bidders are encouraged to submit their respective Proposals after visiting the Authorities Office and ascertaining for themselves the availability and condition of buses, traffic, location, availability of power, applicable laws and regulations, and any other matter considered relevant by them.

**47.2.** It shall be deemed that by submitting a Proposal, the Proposer / Bidder have:

- a) made a complete and careful examination of the Proposal Documents;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Proposal Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above;
- d) 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 in Clause 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 Authority, or a ground for termination of the Contract Agreement by the Operator;
- e) Acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertakings provided by it under and in terms hereof.

**47.3** The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Proposal Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

**48. Verification and Disqualification**

**48.1.** The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP or the Proposal

Documents and the bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

- 48.2. The Authority reserves the right to reject any Proposal and appropriate the Earnest Money if:
- a) at any time, a material misrepresentation is made or uncovered, or
  - b) The bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If such disqualification / rejection occur after the Proposals have been opened and the highest bidder (H1) gets disqualified / rejected, then the Authority reserves the right to:

- i. invite the remaining bidder to submit their Proposals in accordance with the provisions hereof; or
  - ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 48.3. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the technical bid conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Contract, and if the Successful bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Successful bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or the General Conditions of Contract, or otherwise.

#### **49. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all

information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 Authority or as may be required by law or in connection with any legal process.

#### **50. Correspondence with the bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any bidder in relation to acceptance or rejection of any Proposal.

#### **51. Conflict Of Interest**

51.1. 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.

In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Earnest Money or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or the General Conditions of Contract or otherwise. Without limiting the generality of the above, a bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i. the bidder, its member or Associate (or any constituent thereof) and any other bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 10% (ten per cent) of the paid up and subscribed share capital of such bidder, its member or Associate, as the case may be) in the other bidder, its member or an Associate thereof, is less than 10% (ten per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 51.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise

control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such bidder is also a constituent of another bidder; or
- iii. such bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder; or
- iv. such bidder has the same legal representative for purposes of this Proposal as any other Proposer; or
- v. such bidder, its member or any Associate thereof, has a relationship with another bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Proposal of either or each other; or
- vi. Such bidder, its member or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

52.2. Proposer shall be liable for disqualification and forfeiture of EMD if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Proposer or Operator, as the case may be, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Earnest Money or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Proposer or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Proposer, its Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of execution of the Contract Agreement.

### **53. Miscellaneous:**

- a. Failure to furnish all information required under the RFP or submission of a bid not responsive to the RFP in every respect will be at the bidder's risk and may result in rejection or disqualification of the bid.
- b. All amounts are non-refundable (unless otherwise specified in the RFP) and the authority will in no case be held responsible or be liable for the cost, regardless of the conduct or outcome of the bidding process.
- c. Nothing in this section shall be taken to mean or read as compelling or requiring the authority to respond to any questions or to provide any clarification to a query of a bidder. The Regulator reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications, if the authority in its sole discretion considers that no reply is necessary.
- d. The terms and conditions of the RFP are frozen unless otherwise, the authority specifically issues Addendum(s). the addendum(s) will be issued only on official website.
- e. The authority shall have the right to seek any additional information or document from the bidder in the manner the authority deems fit in its sole and absolute discretion.
- f. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the authority shall be written in English language only. However, in case bidder chooses to enclose certain supporting document(s) in any language other than English, then bidder shall also enclose certified / authentic translated copies of the same in English language. Any document which is not translated into English will not be considered and the bid shall be considered incomplete and therefore, liable for disqualification. For the purpose of interpretation and evaluation of the bids, the English language translation shall prevail.
- g. All prices quoted in the bid shall be quoted in Indian National Rupee(s) (INR).
- h. Any interlineations, insertion, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with their respective signature alongside such interlineations, insertion, erasures or overwriting.
- i. In the event of any discrepancy between the original and the copies, the bid shall be disqualified.
- j. The authority shall not be responsible in any manner possible for the contents of the bids, including if the envelope is not sealed and marked in the manner indicated in the RFP or where bidder does not receive any notification or documentation from the authority.
- k. The authority will examine the bids to determine whether these are complete, whether these meet all the conditions of the RFP and whether the documents have been properly signed and the Bids are generally in order. If there is a

discrepancy between words and figures, the amount in words shall prevail.

- i. Any and all expenses relating to the execution of the Bus Operators Agreement shall be borne by the Successful Bidder, including taxes and duties, incidental expenses, payment of stamp duty and registration charges, as applicable.
- m. Unless specifically requested by the authority for a clarification, no bidder shall contact the authority on any matter relating to its bid, from the time of the technical bid opening to the time the Bus Operators Agreement is executed with the Successful Bidder.
- n. The bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOA and during the subsistence of the Bus Operators Agreement.

Notwithstanding anything to the contrary contained herein, or in the LOA or the Bus Operators Agreement, the authority shall reject a bid, withdraw the LOA, or terminate the Bus Operators Agreement, as the case may be, without being liable in any manner whatsoever to the bidder or the Operator, if it determines that the bidder or Operator, as the case may be, 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. In such an event, the authority shall forfeit and appropriate the Bid Security & / or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Regulator towards, inter alia, time, cost and effort of the Regulator, without prejudice to any other right or remedy that may be available to the authority hereunder or otherwise.

**SECTION VI: Bid Form and accompanying document (templates)**

**Form T1: Covering Letter**

Dated: .....

To,

Secretary,  
Office of BUPTS, Collector office,  
New Composite Building  
Bilaspur – 495001, Chhattisgarh

**SUB: Submission of RFP for Operation & Maintenance of City Bus Services in Bilaspur Urban Agglomeration.**

Dear Sir,

- 1 With reference to your Notice inviting RFP document no. ....  
Bilaspur dated ....., I/we, having examined the RFP Documents and understood their contents, hereby submit my/our RFP for the aforesaid Services.  
The RFP is unconditional and unqualified.
- 2 All information provided in the RFP and in the Appendices is true and correct.
- 3 This statement is made for the express purpose of qualifying as a Bidder for undertaking the service.
- 4 I/ We shall make available to BUPTS any additional information it may find necessary or require to supplement or authenticate the RFP.
- 5 I/ We acknowledge the right of BUPTS to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part.
- 7 I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by BUPTS.



- (b) I/ We do not have any conflict of interest in accordance the RFP document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for RFP issued by or any agreement entered into with the BUPTS or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8 I/ We understand that BUPTS may cancel the RFP Process at any time and that BUPTS is neither bound to accept any RFP that you may receive nor to invite the Bidders to RFP for the service, without incurring any liability to the Bidders, in accordance with the RFP document.

9 I/ We declare that we are not a Member of a/ any other firm submitting a RFP for the Service.

10 I/ We certify that in regard to matters including security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

11 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13 I/ We undertake that in case due to any change in facts or circumstances during the RFP Process, we are attracted by the provisions of dis-Technical in terms of the guidelines referred to above, we shall intimate BUPTS of the same immediately.

14 I/We hereby irrevocably waive any right which we may have at any stage at law or

howsoever otherwise arising to challenge or question any decision taken by the BUPTS in connection with the selection of the Bidder, or in connection with the RFP process itself, in respect of the above mentioned service and the terms and implementation thereof.

15 In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the RFP Due Date. We agree not to seek any changes in the aforesaid draft and agree to a RFP by the same.

16 I/We have studied all the RFP Documents carefully and also surveyed the service area. We understand that except to the extent as expressly set forth in the Agreement/RFP, we shall have no claim, right or title arising out of any documents or information provided to us by BUPTS or in respect of any matter arising out of or concerning or relating to the RFP Process including the award of contract.

17 The rates have been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP& draft Agreement.

18 I/We offer an EMD of Rs. 3, 00,000/-(Rupees Three Lakhs only) to BUPTS in accordance with the RFP Document.

19 The EMD in the form of a Demand Draft / Bank Guarantee is attached.

20 I/We agree and understand that the RFP is subject to the provisions of the RFP Documents. In no case, I/We shall have any claim or right of whatsoever nature if the service contract is not awarded to me/us or our RFP is not opened.

21 I/We agree to keep this offer valid for 180 (one hundred and Eighty) days from the RFP Due Date specified in the RFP.

22 I/We agree and undertake to a Bidder by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this RFP under and in accordance with the terms of the RFP document.

Yours faithfully,

(Name and designation of the of the Authorized signatory)

Date:

Place:

**FORM T2: Power of Attorney by the Bidder in favor of Designated Person(s) in case the Bidder is not a Sole Proprietor**

Dated -----

**POWER OF ATTORNEY  
TO WHOMSOEVER IT MAY CONCERN**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for **Operation & Maintenance of City Bus Service in Bilaspur Urban Agglomeration**, including signing and submission of all documents and Operation information/ responses to Bilaspur Urban Public Transport Society (“BUPTS”), representing us in all matters before BUPTS in all matters in connection with our RFP for the said Service.

I/We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I /We Accept

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bus Operator.

In case the RFP is signed by an authorized Director of the Bus Operator, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

## **FORM T3: INFORMATION ABOUT BIDDER**

Names and roles of all the members of the Bidder should be given below:

<b>1. Information</b>
<b>(a) Nature of the RFP Firm</b>
(a) A Sole Proprietorship (b) A Partnership firm (c) A Limited Company or Authority (d) Limited Liability Partnership
<b>(b) Brief Introduction</b>
Registered Name of Bidder
Address
Telephone Fax E-mail
<b>(c) Main Businesses</b>
In India
Date of Incorporation
Under Present Management Since (Year)
Registration number
PAN number
TAN number
Service Tax Registration number
<b>(d) Management</b>
Proprietor
Partner
Director
<b>(e) List of Shareholders/Partners</b>
Name of Shareholders/Partners Percentage of Share
<b>2. (a) Information about Designated Person(s)</b>
Name
Position
Telephone Fax E-mail
PAN
TAN

Note:

- 1) Particulars should be furnished separately for each member/partner and their status in terms of lead partner /member
- 2) Organization Chart showing the structure of the organization, including the names of the directors and position of officers shall be attached / submitted.

## FORM T4: RELEVANT EXPERIENCE

Name of the Bidder:

1. Name of the Project:

2. Location:

3. Project Details:

Commencement date

Type and number of vehicles of bidder under the project

Ownership details of the vehicles

Type of permit and/ or arrangement under which above vehicles are operating

Revenue generated in last three years

4. Bidder(s) Role in the Project

5. Name, Address, Contact Person, Tel/Fax of the Other Members and their roles in the Project:

6. Financing arrangement (if any):

Note: \_\_\_\_\_

1. Relevant experience for this purpose shall mean owning and/ or operation of any type of public transport in any city/state in/outside of India.
2. Bidder shall provide self-attested copies along with affidavit of all the documents regarding experience.
3. Please use separate sheet for each project.

## FORM T5: FINANCIAL CAPABILITY STATEMENT

S. No	Parameters	Financial Year (Rs. Lakhs)		
		2011-2012	2012-2013	2013-2014
1	Turnover			
2	Net Profits			
3	Net Worth *			

**\* Net Worth = Equity Capital + Reserve and Surplus -Revaluation Reserve -Accumulated losses Intangible assets**

- a. The bidder shall provide self-attested copies along with affidavit of its audited financial statements/ income Tax returns and other financial data for the immediately preceding three years. The statement shall include, but not limited to, for immediately preceding three years:
  - i. Audited financial accounts including balance sheet, profit and loss accounts Statements
  - ii. Additional information supporting evaluation of the company's financial and legal status, if required.
  
- b. The information provided shall be detailed enough to demonstrate, and allow evaluation of the bidder's financial capability to fulfill its obligations, if selected as Successful Bidder, if required.
  
- c. List of bankers along with name and addresses from whom references can be obtained. Listing of bankers shall be deemed as authorization by the bidders for the Regulator to request such references and for bankers to release them to the Regulator.

**FORM T6: PROJECT UNDERTAKING**

**(On the Letterhead of the bidder)**

**Date:** \_\_\_\_\_

To,

Secretary,  
Office of BUPTS, Collector office,  
New Composite Building  
Bilaspur – 495001, Chhattisgarh

**Sub: Submission of RFP for Operation & Maintenance of City Bus Service in Bilaspur Urban Agglomeration.**

We have read and understood the RFP document bearing Number ..... Bilaspur dated ..... in respect of the captioned Service provided by us to **Bilaspur Urban Public Transport Society.**

I/We hereby agree and undertake as under:

Notwithstanding any technical of conditions, whether implied or otherwise, contained in our RFP we hereby represent and confirm that our RFP is unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

Dated this ..... Day of ..... 2014

Name of the Bidder

Signature of the authorized person

Name of the authorized person

**Financial Bid Formats**  
**Form F1: Financial Proposal Format**

To,  
Secretary,  
Office of BUPTS, Collector office,  
New Composite Building  
Bilaspur – 495001, Chhattisgarh

**Sub: Submission of financial proposal for Operation & Maintenance of City Bus Service in Bilaspur Urban Agglomeration for the period of 10 years.**

Being duly authorized to represent and act on behalf ..... and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, I/ we hereby provide our financial proposal.

I have read the entire RFP including all the general conditions, Bus Operators Agreement etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I undertake to operate and maintain the Buses in accordance with the terms and conditions as provided in the above mentioned document/s and undertake to pay the BUPTS an one- time **Non-refundable Upfront Premium Contribution of Rs 122.64 Lacs (Equivalent to 10% of Vehicle Invoice Amount for NonAC Buses and 5% in case of AC Buses) out of which Half upfront Premium Contribution must be submitted at the time of vehicle delivery to the operator as per the quantity of vehicle and the remaining Half upfront Premium Contribution within 12 months after the Vehicle delivery;** and a Monthly Bus Royalty Fee(BRF) as below:

**I/We hereby submit our Bid and offer a Bus Royalty Fee per bus per month of Rs ..... (In words.....) For undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement**

S No	Category of Bus	Total No. of Buses (A)	Total number of seats in buses (B)	Weighted of bus segment (C)	Quoted Fees per bus per month (In INR) (D)	Total Amount (A*D) (In INR)	Weighted amount (C*D)
1	Mini Non AC	15	330	0.23			
2	Midi Non AC	25	800	0.55			
3	Midi AC	10	320	0.22			
		50	1450	1.0		$E=\sum(A*D)$	$F=\sum(C*D)$
		Weighted Average Monthly Fee ( F/ 4 )					
		(Amount In Words)					



I/We agree and undertake to abide by all the terms and conditions of the RFP document.

We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption in force in India. We understand that you are not bound to accept any RFP you receive.

Yours sincerely,

Name of Firm:

Authorized Signature:

Address

Name and Title of Signatory:

## Section VII

### **Schedule 1: Bus Service Area Route** Notified Bilaspur Urban Agglomeration

#### 1. Bilaspur

1. Chakarbhata to Railway Station
2. Bilaspur Railway Station to Apolo Hospital
3. Uslapur Railway Station to Bilaspur Railway Station
4. Birkona-Koni to Bilaspur Railway Station
5. Sendri to Bilaspur Railway Station
6. Sipat to Bilaspur Railway Station
7. Bilaspur Railway Station to - Ratanpur - Khuntaghat
8. Bilaspur Railway Station - Tifra- Bilha
9. Bilaspur Railway Station to Maharana Pratap Chowk to Highcourt,  
Parsada, Belmundi by pass Takhatpur
10. Bilaspur Railway Station to Kota
11. Bilaspur Railway Station to Masturi, Malhar
12. Bilaspur Railway Station to Kananpendhari, Takhatpur

**\* Authority may amend the proposed routes as & when required.**

## Schedule 2: Routes for the operation of the city buses

Following routes are indicative and Authority will have right to change it any time before award of contract or between the contract period. Authority reserve right to increase or decrease bus routes at any time during the contract period.

### 1. Bilaspur – 50 Buses

Route No.	Route Description (Origin, Destination, En-Route Location)	Length (km)
1	Chakarbhata to Railway Station	15
2	Railway Station to Kanan Pendhari	14
3	Uslapur Station to Railway Station	9
4	Birkona-Koni to Railway Station	14
5	Sendri to Railway Station	16
6	Sipat to Railway Station	20
7	Bilaspur - Ratanpur – Khuntaghat	35
8	Bilaspur- Tifra- Bilha	30
9	Bilaspur-Bilha	
10	Bilaspur- Sakri	9

**Schedule 3: Format for Performance Guarantee**

**FORMAT FOR PERFORMANCE GUARANTEE**

(To be issued by any Nationalized/Scheduled Bank)

**(On a Non-Judicial Stamp Paper as per value applicable)**

To  
Secretary,  
Office of BUPTS, Collector office,  
New Composite Building  
Bilaspur 495001, Chhattisgarh

WHEREAS \_\_\_\_\_ [Name and address of the Bus Operator] (hereinafter called "the Bus Operator") has undertaken, in pursuance of Letter of Acceptance (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the services on terms and conditions set forth in this Contract \_\_\_\_\_ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Operators shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Operators such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Operators up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words \_\_\_\_\_], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of secretary, Bilaspur Urban Public Transport Society, Bilaspur C.G. through our branch operable at Bilaspur at The office of BUPTS, Room no ----, Collectorate Premises, Bilaspur - 495001 and if invoked, en-cashable at \_\_\_\_\_, branch of \_\_\_\_\_ bank at Bilaspur, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [ amount of Guarantee ] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the

Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Bus Operator shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Operators or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand or a request for extension in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall be valid until \_\_\_\_\_ (valid for period of 10 years from the date of LOA) and shall be extended, before its expiry, if required, for the further period).

Signature and Seal of the Guarantor \_\_\_\_\_

Name and Designation \_\_\_\_\_

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

In presence of

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

(Name, Signature & Occupation)

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

(Name, Signature & Occupation)

#### **Schedule 4: Power Of Attorney for Lead Member of Consortium**

Whereas the Bilaspur Urban Public Transport Society (“**the BUPTS**”) has invited bids from eligible parties for the Project – Operation Bus Services in Bilaspur Urban Agglomeration in Chhattisgarh (“**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 BUPTS to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, \_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (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 Concession/ 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 bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the BUPTS , 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 bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the BUPTS .

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20\*\*.

For \_\_\_\_\_ (Name & Title)

For \_\_\_\_\_ (Name & Title)

For \_\_\_\_\_ (Name & Title)

Witness:

1.

2.

(Executants)

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

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**Schedule 5: Format for Certificate Regarding Blacklisting**

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)**

**Affidavit**

We M/s. .... (Name of the Proposer), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Chhattisgarh (GoCG) / any other entity of GoCG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_-(Proposal submission Date).

We further confirm that we are aware that our Application 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 this .....Day of ....., 2014

Name of the Proposer

Signature of the Authorized person

Name of the Authorized Person



## Schedule 6: Joint Bidding Agreement

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 2014

### AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (Hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (Hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {AND THIRD} PART are Collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

### WHEREAS,

- (A) Bilaspur Urban Public Transport Society, is a SPV incorporated under the Chhattisgarh Societies Registration Act, 1973 (as amended or re-enacted or restated, and as notified from time to time) which has been duly authorized by the Government of Chhattisgarh, represented by its Secretary and having its principal offices at The office of BUPTS, Collector office, New Composite Building Bilaspur – 495001 (hereinafter referred to as the “**Concessions Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “**Proposals**”) by its Request for Proposal No. .... dated ..... (The “**RFP**”) for a Selection of Operation and Maintenance of Bus Services in Bilaspur Urban Agglomeration (the “**Project**”)
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the

Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956 for entering into a Concession Agreement with the Concessions Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}
- (c) Party of the Third Part shall be the Financial Member or Other Member of the Consortium; and

**5. Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for

all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

## **6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party :}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the Project Construction Completion Date, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that they shall collectively hold at least 100% (one hundred per cent) of the subscribed and paid up equity share capital of the SPV at all times until the fifth anniversary of the Project Construction Completion Date.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

- ii. Violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such party so as to prevent such Party from fulfilling its obligations under this agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Concessioneing Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Concessioneing Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

### Schedule 7: Standards of Service for Bus Operations

Minimum service quality levels (average per month per quality parameter) in respect of the Bus Service shall be maintained as under

SN	Quality Parameter	Formula	Specified Service Quality Level
1.	Fleet utilization	$\frac{\text{No. of buses operated} \times 100}{\text{No. of buses scheduled}}$	100%. Operators are required to have operational buses mentioned in the deployment schedule of proposed operational plan.
2.	Bus utilization	$\frac{\text{Kms operated by all buses}}{\text{Total no. of buses held}}$	As per the schedule of operational plan.
3.	Reliability of buses	$\frac{\text{Total no. of breakdowns} \times 10000}{\text{Total Kms operated}}$	Less than 5
4.	Safety of operations	$\frac{\text{No. of accidents} \times 100000}{\text{Total Kms operated}}$	Preferably none
5.	Punctuality ( adherence to the Time Schedule )	$\frac{\text{No. of trips on time at start} \times 100}{\text{Total no. of trips operated}}$	98 or better
6.	Cleanliness of buses	$\frac{\text{No. of buses observed or reported dirty} \times 1000}{\text{Total no. of bus trips operated}}$	100% of cleanliness must be ensured
7.	Non Stoppage at Designated Points	$\frac{\text{No. of Stops where the bus stopped} \times 100}{\text{Total number of stops on the route}}$	100% stoppage at designated points must be ensured.
8.	Non-Completion of entire trip	$\frac{\text{Total km operated per trip} \times 100}{\text{total route length}}$	Non Completion of Trips will attract Penalty.

## Schedule 8: Penalties

As defined in Scope of work section clause 6 of this RFP

**\*All the penalties have to be paid to the BUPTS within 30 days from the date of penalty announced by the BUPTS.**

## **Schedule 9: Pre Contract Integrity Pact**

### **1. GENERAL**

- 1.1. This Pre-Bid Contract Agreement (here in after called the Integrity Pact) is made on \_\_\_\_\_ day of the month.....20....., between, the Government of Chhattisgarh acting through Shri\_\_\_\_\_ (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, propose to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri ..... Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the second party, is willing to offer/has offered.
- 1.2. WHEREAS the BIDDER is a private company/public company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its functions on behalf of the Government of Chhattisgarh.

### **2. OBJECTIVES**

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- 2.1 Enabling the BUYER to obtain the desired Stores /Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either



for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 3.2. The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 3.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDERS**

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, Commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDERS further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company

whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **5. PREVIOUS TRANSGRESSION**

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2 The BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **6. EARNEST MONEY (SECURITY DEPOSIT)**

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through

any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of .....
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the ..... (BUYER) ..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS**

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime

Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by under any law; any other person related, whether by blood or marriage, to the Government dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into

any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forth with to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 7.2. The decision of the BUYER to the effect that a breach of the provisions of the pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

- 8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **9. INDEPENDENT MONITORS**

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of

BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**11. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be the seat of the BUYER.

**12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to five years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 The parties hereby sign this Integrity Pact at.....  
on.....

BUYER

BIDDER

Name of the Officer:

Designation: CHIEF EXECUTIVE OFFICER

Department

**For and on behalf of the Bidder**  
(Name & Signature of the Authorized Signatory)

**Date:** .....

WITNESS

1.....  
.....

2.....  
.....

WITNESS

1.....  
.....

2.....  
.....

## **Schedule 10: Urban Bus Specifications-II**

Urban Bus Specifications-II issued by Ministry of Urban Development (MoUD), Government of India in April 2013 and amended till date. Link

**[http://moud.gov.in/sites/upload\\_files/moud/files/Urban-Bus-Specifications-II.pdf](http://moud.gov.in/sites/upload_files/moud/files/Urban-Bus-Specifications-II.pdf)**



**Schedule 11: Present schedule of fare for city bus service**

## Schedule12: Indicative List of Equipment to Be Provided By the Operator

[Indicative requirement for 95 buses (5 acres of Depot Land)]

Sr.No	Equipment Description	Qty Required in Nos
1	Air Compressors	2
2	Car Washers	2
3	Brake and clutch liner riveting Machine	1
4	Pedestal Drilling machine	1
5	Hydraulic press	1
6	Brake units testing machine	1
7	Electric Welding Machine	2
8	Spray painting machine	1
9	Tyre pressure gauges	6
10	Hub pullers	4
11	Decanting Pump	1
12	Torque wrenches	4
13	Hydraulic Jacks	20
14	Pit trolleys	3
15	Bench vices	4
16	Working tables	6
17	Greasing machine	3
18	Gas Welding machine set	1
19	Battery Chargers	3
20	Matra Jack	1
21	Electric clamp meter	2
22	Bench Grinder	1
23	Injector tester	1
24	Portable drilling machine	3
25	Wheel alignment gauge	2
26	Hot plates for tube repairing	3
27	Chassis stands	4
28	Tool Box set	20