

**REQUEST FOR PROPOSAL
FOR
OPERATION OF BUSES ON OPERATE, MAINTAIN AND TRANSFER BASIS FOR
Bathinda Urban Transport Services Limited**

DATE OF ISSUE OF RFP: 24-6-2016 ONWARDS

DATE FOR PRE -PROPOSAL MEETING: 11-7-2016 at 1500 Hrs

LAST DATE OF SUBMISSION OF PROPOSAL: On or Before 14-7-2016 upto 1500 Hr

DATE OF OPENING OF TECHNICAL PROPOSALS: 14-7-2016 at 1600 Hr

DATE OF OPENING OF FINANCIAL PROPOSALS: 15-7-2016 at 1600 Hr

VOLUME I: INSTRUCTION TO PROPOSERS

Disclaimer

This Request for Proposal (the "**RFP**") is being issued by the Bathinda Urban Transportation Services Limited

Limited (hereunder called "**Authority**", or BUTSL) to the interested Parties for operation of city buses on the specified routes which are changeable from time to time as per requirement or demands of General Public, in the city of Bathinda, on such terms and conditions set forth in this RFP or that may be subsequently provided to Proposer (s) by or on behalf of BUTSL.

The purpose of this RFP is to provide interested Proposer(s) information that may be useful to assist it in the formulation of their proposals. While the RFP has been prepared in good faith with due care and caution, BUTSL does not accept any liability or responsibility for the complete accuracy, reasonableness or completeness of the information, or for any errors, omissions or mis-statements, negligent or otherwise. This RFP may not be appropriate for all persons. It is not possible for BUTSL to consider the investment objectives, financial situation and particular needs of each Proposer who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Proposer should, therefore, before placing reliance on aforesaid assumptions, assessments, statements and information [furnished in this RFP or under any of project report/DPR/ feasibility report etc referred to herein, by the Authority] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For avoidance of doubt, in case any Proposer places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority, in this RFP or under any of Project report/DPR/ feasibility report etc referred to herein], then the same shall not in any manner bind/make liable the Authority, to indemnify the Applicant in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Proposer on the aforesaid assumptions, assessments, statements, data and information.

Proposer should carefully examine and analyze the RFP and bring to the notice of BUTSL any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the purchase of the buses, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the Operation and Maintenance intended by BUTSL through this RFP exercise. BUTSL and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

BUTSL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements.

The issue of this RFP does not imply that the Authority is bound to select a Proposer or to appoint the selected Proposer, as the case may be, as the Operator. Authority/ BUTSL reserve the right not to proceed with the appointment of Operator or to change the

process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a Proposal.

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

Table of Contents

PART – I: NOTICE FOR RFP	5
PART II: INSTRUCTIONS TO PROPOSERS (ITP)	7
1. DEFINITIONS AND ABBREVIATIONS	8
2. GENERAL	10
3. RESPONSIVENESS, ELIGIBILITY AND QUALIFICATION OF THE PROPOSALS	12
4. COST OF PROPOSAL	19
5. PRE-PROPOSAL CONFERENCE	19
6. PROPOSAL DOCUMENTS AND RFP FEE	19
7. AMENDMENT OF PROPOSAL DOCUMENTS	20
8. EARNEST MONEY DEPOSIT	20
9. PRICE PROPOSAL, AWARD CRITERIA	22
10. PROPOSAL VALIDITY	22
11. FORMAT AND SIGNING OF PROPOSAL	22
12. PROPOSAL SUBMISSION SYSTEM	22
13. ADDRESS AND DEADLINE FOR SUBMISSION OF PROPOSALS	24
14. MODIFICATION AND WITHDRAWAL OF PROPOSALS	25
15. PROPOSAL OPENING	25
16. CLARIFICATION OF PROPOSALS	25
17. EVALUATION AND AWARD	25
18. NOTIFICATION OF AWARD	26
19. AUTHORITY RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS	27
20. SIGNING AND ACCEPTANCE OF LETTER OF AWARD AND CONTRACT	27
21. PAYMENT TERMS	27
22. PERFORMANCE SECURITY	27
23. CORRUPT & FRAUDULENT PRACTICES	28
24. SITE VISIT AND VERIFICATION OF INFORMATION	28
25. VERIFICATION AND DISQUALIFICATION	29
26. REJECTION OF PROPOSALS	30
27. CONFIDENTIALITY	30
28. CORRESPONDENCE WITH THE PROPOSER	30
29. CONFLICT OF INTEREST	30
30. MISCELLANEOUS	32
PART III: ANNEXURE	33
Annexure	
ANNEXURE 1 FORWARDING LETTER	34
ANNEXURE 2 GENERAL INFORMATION OF PROPOSER.....	35
ANNEXURE 3 FINANCIAL CAPABILITY STATEMENT	36
ANNEXURE 4 UNDERTAKING FOR VEHICLE OWNERSHIP OR CONTRACTUAL RIGHT	37
ANNEXURE 5 ANTI BLACKLISTING CERTIFICATE	38
ANNEXURE 6 FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING PROPOSER’S SIGNATORY... 	39
ANNEXURE 7: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	40
ANNEXURE 8 FORMAT FOR BANK GUARANTEE FOR EMD (EARNEST MONEY DEPOSIT)	42
ANNEXURE 9 FORMAT OF PRICE PROPOSAL.....	44
ANNEXURE 10 FORMAT FOR BANK GUARANTEE FOR TOWARDS PERFORMANCE GUARANTEE/ SECURITY.....	46

PART I: NOTICE FOR RFP

RFP invitation Notice

Notice for RFP Published in the Newspaper

Notice Published in the Newspaper is to be pasted here

PART II: INSTRUCTIONS TO PROPOSERS (ITP)

INSTRUCTIONS TO PROPOSERS (ITP)

1. DEFINITIONS AND ABBREVIATIONS

- 1. "Associate"** shall mean, in relation to the Proposer, a firm which controls the Proposer (i.e. Parent) or is controlled by the Proposer (i.e. subsidiary), or is under the common control with the Proposer (i.e. sister concern). As used here, the expression "control" means, with respect to a firm which is a company, cooperative or a corporation, the ownership, directly or indirectly, of equal to or more than 50% (fifty per cent) of the voting shares of the firm in question. In case of partnerships, the expression "control" shall mean, rights to at least 51% of the profits of the partnership in question and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. Any claims of credit from Associate firm must be accompanied by a certificate issued by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the associate firm.
- 2. "Buses"** means Buses deployed by BUTSL and as per specifications given in RFP.
- 3. "Corrupt practice"** shall have the meaning ascribed thereto under clause 23.1 (i) of ITP.
- 4. "Contracted Buses"** shall mean and refer to the buses out of the total Bus Fleet, contracted to the Operator for operation and maintenance in accordance with the terms of the Contract
- 5. "Fraudulent practice"** shall have the meaning ascribed thereto under as per clause 23.1 (ii) hereof
- 6. "EMD"** means Earnest Money Deposit or EMD to be submitted by the Proposer as per conditions of this RFP
- 7. "GCC"** means General Condition of Contract
- 8. "Highest Proposer" or "H1"** means the proposer who quotes Highest Quoted Premium (cumulative price per bus per month)
- 10. "Ltd or Pvt. Ltd"** means Limited or Private Limited companies incorporated as per Companies Act 1956
- 11. "BUTSL"/"Authority"** shall mean Bathinda Urban Transportation Services Limited(BUTSL).
- 12. "Letter of Award"** shall have the meaning ascribed thereto under clause 18.1 of this RFP
- 13. NCC:** Net Cost Contract
- 14. "Parties"** means the parties to the contract and "Party" means either of them, as the context may admit or require.
- 15. "Person"** means any entity which is a natural person, a proprietorship firm, a company corporation, partnership, trust, government or governmental authority or agency or any other legal entity.
- 16. "Proposal Due Date"** means last date of Proposal submission
- 17. "Third Party"** means any Person other than BUTSL and the Operator.

18. "Successful Proposer" means the Proposer to whom the Authority issues the Letter of Award in accordance with the provisions hereof and who undertakes the implementation of the Project (either itself as the Operator or through the Operator) in terms hereof and the General Conditions of Contract.

2. GENERAL

2.1. Bathinda Urban Transportation Services Limited(BUTSL) hereinafter referred to as "Authority", is a Special Purpose Company incorporated by Bathinda Municipal Corporation for operation and maintenance of city buses services in the city. BUTSL is responsible for provision of city bus services to the public in Bathinda city.

2.2. As per findings of Comprehensive Mobility Plan (CMP) for Bathinda which was prepared in 2012, the city observed approx 2.95 lakh passenger trips on a daily basis. The city does not have any well established public transportation system.

2.3. BUTSL is inclined to enhance the coverage and quality of city bus service in the city of Bathinda, through appointment of Bus Operator on Operate, Maintain and Own buses on Net Cost Contract (NCC) basis.

2.4. The Authority is currently running 10 buses and shall be getting the delivery of additional 20 new non ac mini buses in future for which purchase orders have already been placed. Letter of Acceptance has been issued to the selected manufacturers in Feb 2014. Proposers can physically inspect the model of the existing buses on the Pre-proposal Conference date or any other date. BUTSL shall provide all necessary assistance in inspecting the existing fleet of buses.

2.5. BUTSL invites the technical and price proposals (collectively the "**Proposals**") from reputed bus service operators for operating and maintaining the above mentioned fleet of 30 buses (10 existing and 20 newly being purchased"), on the routes (changeable as per requirement if any) specified in the RFP. The RFP document can be downloaded from website <http://mcbathinda.com> and can be collected physically from the Authority's Office by submitting a demand draft towards the RFP Fee as specified in clause 6.3 hereof, up to the date and time mentioned in the RFP.

2.6. The Successful Proposer, who is either a company incorporated under the Companies Act, 1956, registered Partnership firm or registered Proprietary Firm or a Consortium

who undertakes to incorporate a Special Purpose Vehicle (SPV) incorporated under the Companies Act, 1956 such prior to execution of the contract agreement (the "**Operator**"), shall be responsible for operation and maintenance of the Contracted

Buses under and in accordance with the provisions of General Conditions of Contract to be entered into between the Operator and the Authority in the form provided by the Authority as part of the Proposal Documents pursuant hereto.

2.7. The RFP submission shall be physical in nature. The Authority has adopted a single stage two envelope bidding system for selection of the Operator. Technical Proposals and Price Proposals along with RFP Fee and EMD shall be submitted in physical form at the address specified in clause 13.1 hereof on or before the Proposal Due Date and time specified in Clause 13.1 of ITP of this RFP. Any Proposal delivered after the Proposal Due Date shall be summarily rejected and shall not be opened for evaluation.

2.8. Maximum Total Quoted Fee (non refundable) to Authority for Year One of the Contract period, shall be the **Award Criteria**. Quoted fee shall be placed separately for each bus category, and payable in INR terms on per bus basis for every bus allotted in each cluster as per Annexure 9. **For the avoidance of doubt, for the purposes of evaluation of the Price Proposals, the Total Quoted Fee payable for the entire Bus Fleet shall be the sole evaluation parameter. Bidder quoting the highest fee shall be considered as the Selected Bidder.**

2.9. Under the contract, the Operator shall operate and maintain the Contracted Buses for awarded routes for the contract period of Nine (9) years (the "**Contract Period**"). The buses are being procured in accordance with the bus specifications provided in the Volume II. The Operator shall operate the Bus Fleet as per the conditions set forth in the RFP document and maintain the fleet of buses as per conditions set forth in General Condition of Contract (GCC) of this document. At the end of the Contract Period, ownership of the Contracted Buses shall be transferred to the Operator in accordance with clause 23 of GCC.

2.10. The Operator shall be required to maintain an assured fleet availability for service on roads of 93%, 92%, 91% of the each type of Contracted Buses on a daily basis in the 1st, 2nd and 3rd year of the Contract Period respectively and 90% thereafter upto the end of the Contract Period ("**Assured Fleet Availability**").

Each type of bus shall mean 1) Rear Engine Semi Low Floor Non AC BS-III buses (650 mm floor height) 2) Non AC Mini Buses.

Calculation of feet availability is provided as follows for further clarity:

Fleet availability= fleet on road for operation/total fleet*

** Fleet to be considered for operation should have completed minimum 90% of the planned schedules*

2.11. All Proposers must submit their Proposals for complete fleet of buses . Provided however, the Authority reserves the right

to allot + or – of the total fleet size allotted to the successful operator. For avoidance of doubt, the clause provides that BUTSL shall have right to allot lower no. of buses to the preferred proposer/operator, and BUTSL at its sole discretion, shall also have right to allot in future additional buses to the operator in each Cluster.

2.12. Additional buses shall be allotted at sole discretion of the BUTSL with mutual consultation with the Operator(s) at per bus quoted fees in the price proposal. The Quoted fees in the Price Proposal shall be escalated at 5 % Per Annum (PA) to arrive at the fees to be payable by the operator at the time of allotment of additional buses.

2.13. The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Proposal Documents**"), and all Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 13.1 of ITP for submission of Proposals (the "**Proposal Due Date**").

2.14. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Proposer hereunder shall continue to have effect in addition to its obligations under the General Conditions of Contract.

3. RESPONSIVENESS, ELIGIBILITY AND QUALIFICATION OF THE PROPOSALS

3.1. Proposals must meet the following criteria in order to be technically qualified to be considered for the purpose of proceeding to the next stage of opening of Price Proposals. These are as follows:

Proposers shall have to fulfill the following criteria in order to be qualified technically.

1	Responsiveness	Compliance with instructions for submission of Proposals in terms of sealing, marking and receipt of Proposals EMD. Compliance with requirements of payment of RFP Fee and
2	Basic Eligibility	A company incorporated as per Indian Companies Act 1956(Copy of Memorandum and Article of Association of the Proposer should be submitted) or a Partnership firm (Copy of Partnership Deed should be submitted) or a registered proprietary firm (Copy of sales tax/service tax registration, EPF registration, Shop registration certificate), or a body corporate incorporated under the applicable laws of its origin. Participation as a combination/ joint venture of entities described above (the " Consortium ") is also permissible. However, a Consortium while participating, shall comply with the additional requirements set forth in Point 5 and

		<p>6 below.</p> <p>Proposers blacklisted by any Government department/ agency, PSU or Government company are not eligible. A Proposer or its Associate should, in the last 5 (five) 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 Proposer or its 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 by any public entity for breach by such Proposer or its Associate. A Proposer should not have a Conflict of Interest as described in clause 29 of ITP hereof</p>
3	Financial Qualification Criteria	<p>The Proposer is required to have net worth of INR 2.00 crore and is required to have Turn Over of Rs. 2.00 crore in any one of the last three years starting from (2012-13)For the purposes of this ITB, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.</p> <p>Aggregating the financial capacity of any Associate (sister concern/parent/subsidiary) "Associate" for purpose of meeting the Financial Qualification Criteria shall be permitted. However the 51% of the financial capacity should be met by the Proposer.</p> <p>Documentary evidences: (1) Copy of Audited annual reports for 2012-13 , 2013-14 & 2014-15. (2) Statement from the statutory auditor as prescribed in the Annexure 3 certifying/ specifying Net worth of the Proposer (as the case may be), and also specifying that the</p>

		<p>methodology adopted for calculating such net worth conforms to the provisions of this RFP.</p> <p>In case a Foreign Company is a Proposer, then it must provide evidence of meeting the Financial Qualification criteria in equivalent Indian Rupees certified by a Chartered Accountant registered in India or Certification by foreign based reputed firms like Deloitte, PWC, KPMG, or E&Y along with copies of latest Audited annual reports for last three years. The exchange rate of its respective foreign currency to Indian Currency as on the date falling prior to the Proposal Due Date should be used to compute Net worth. In case Foreign firm is following calendar Year as the financial year, then it should provide audited Net worth Certificate for latest audited year meeting above requirement.</p>
4	Technical Qualification Criteria	<p>The Proposer must have Ownership and/or Operation Experience or combined Ownership and Operation Experience of at least 15 buses within India or 20 Buses outside India.</p> <p>in aggregate by either the Proposer alone, or together with its "Associate" (sister concern/parent/subsidiary), for at least one year in last seven years (Starting from 2008-09) as on the due date of Proposal Submission.</p> <p>Operation Experience must include Planning, Running, managing and monitoring of day to day bus operations and Maintenance. Such experience must be demonstrated through an explicit contract/Contract Agreement of operations with a public sector entity/government or semi government department or a private sector organization of</p> <p>repute and which contract has been in successful operation/ subsistence for a period of at least one year</p> <p>In case Foreign Company, documents/evidences as specified above are other than English language should be</p>

		<p>accompanied by a notarized translation to English language only.</p> <p>Ownership experience of buses by the Proposer or its Associates shall have to be demonstrated through RTO books for all the required no. of vehicles, clearly showing ownership of the Proposer or its Associate firm in case Proposer and its Associate is a Indian firm. In case Proposer or its Associate is a Foreign firm then it shall have to demonstrate Ownership experience of buses through equivalent statutory registration (such as RTO book in India) of respective foreign countries and if the documents/evidences as specified above are in a language other than English language, than the same should be accompanied by a notarized translation to English language only. In case ownership / operation experience is demonstrated through a ownership/ contract held jointly with another partner/consortium, ownership/investment/profit partnership/consortium shall govern and the credit would be given in proportion to the ownership/investment/profit sharing proportion only.</p> <p>Proposer shall submit and undertaking of ownership/contractual right of the vehicles as per Annexure 4. Such undertaking should be duly notarized.</p>
5	Additional Requirements for a Consortium	<p>Joint Venture/ Consortium shall be Where the Proposer is a consortium, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956 (the "SPV"), to execute the Contract and implement the Project, in addition to forming an SPV, comply with the following additional requirements:</p> <p>Maximum number of members of the</p>

		<p>Consortium shall be allowed to participate. four i.e. (Lead Member + Three consortium members) 1+3.</p> <p>The Technical Qualification Criteria can be met either by any one member of the consortium or as consortium by combining their technical capacities.</p> <p>For meeting the financial criteria Lead member has to be meet 51% of the financial criteria and remaining criteria can be met by others members wherein the other members must have a minimum of 10% share in the financial capacity of consortium</p> <p>A Proposing Consortium is required to nominate a Lead Member. The Lead Member shall be authorized to sign the Proposal on behalf of the Joint Venture/Consortium and do all deeds and acts on behalf of the consortium. The nomination should be supported by a Power of Attorney in favor of the Lead Member as per format at Annexure.</p> <p>An entity cannot be a member of more than one bidding Consortiums. An individual firm applying as a single Proposer cannot at the same time be member of any other Consortium bidding under this RFP.</p> <p>Each member of the Consortium, if awarded the Contract pursuant to this RFP, shall be jointly and severally liable for discharge of all obligations resulting from the Contract.</p> <p>The members of a Consortium shall form an appropriate SPV to implement the Project, if awarded to the Consortium;</p> <p>Proposers bidding as consortium shall provide a Joint Bidding Agreement between the members specifying the following:</p> <ul style="list-style-type: none">o Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract Agreement and subsequently perform all the
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		<p>obligations of the Operator in terms of the General Conditions of the Contract, in case the Project is awarded to the Consortium;</p> <ul style="list-style-type: none"> o Clearly outline the proposed roles and responsibilities, if any, of each member; o Commit the minimum equity stake to be held by each member; o Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project until the end of the Contract Period <p>No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period, in case the Project is awarded to the Consortium.</p> <p>Except as provided under this RFP and the Proposal Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.</p> <p>role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.</p>
6	Minimum Shareholding requirement	<p>The Successful Proposer, in case a Consortium, shall be required to incorporate a company (wholly owned company) under the Companies Act, 1956, to act as the Operator, execute the Contract Agreement and to implement the Project in terms of the General Conditions of the Contract. The Successful Proposer (Consortium as a whole) shall be required to hold 100% of the subscribed and paid up equity share capital of the SPV/ Operator throughout the Contract Period. Further, in case of</p>

		<p>the Successful Proposer being a Consortium, additionally, the Lead Member shall be required to hold a minimum of 51% and the other member shall be required to hold a minimum of 10% of the subscribed and paid up equity share capital of the SPV/ Operator throughout the Contract Period By submitting the Proposal, the Proposer shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium member who fulfills the Technical qualification criteria or the Financial qualification criteria or an Associate whose Technical capacity was taken into consideration for the purposes of short-listing and pre- qualification under and in accordance with this RFP, the Proposer shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Proposer or withdraw the LOA from the Successful Proposer, as the case may be. In the event such change in control occurs after signing of the Contract Agreement but prior to the third anniversary of the Execution Date, it would, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Proposer/ Operator. In such an event, notwithstanding anything to the contrary contained in the Contract Agreement, the Authority shall be entitled to forfeit and appropriate the EMD 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 Bidding Documents and/ or the Contract Agreement/ General Conditions of Contract or</p>
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		otherwise.
7	Conformation with General Conditions of Contract (GCC) including with Technical Specifications	<p>This RFP provides GCC which represent conditions of contract. Such contract would eventually be signed by the successful Proposer with the Authority.</p> <p>Proposers shall not be permitted to seek any deviation to the General Conditions of Contract.</p> <p>The Proposer shall have to submit a written undertaking on its letterhead as part of the Technical Proposal. The undertaking shall provide the following:</p> <p>"We (name of the proposer) have visited and examined all existing proposed infrastructure related to city bus operation in Bathinda. We do not have any objections to the specifications of the buses being purchased. We are submitting the proposal for with best of our knowledge and information."</p>

4. COST OF PROPOSAL

- 4.1. The Proposer shall bear all costs associated with the preparation and submission of Proposal and the Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

5. PRE-PROPOSAL CONFERENCE

- 5.1. Any queries regarding this RFP have to be sent to the office of the Authority or via E mail cmcbathinda@gmail.com on or before 5-7-2016 up to 1500 Hrs.. Clarifications/responses would be shared by uploading the responses.
- 5.2. Details of proposed/ suggested variations/ deviations/ additions from the RFP specifications/ conditions, if any, should be clearly indicated while sending queries.
- 5.3. Pre Proposal Conference would be held on the date **11-7-2016 at 1500** Hrs at the office of Commissioner Municipal Corporation Bathinda, Mall Godown Road , Bathinda

6. PROPOSAL DOCUMENTS AND RFP FEE

- 6.1. The Proposal documents consist of the following: Volume I: Instruction to Proposer
PART I Notice inviting RFPs
PART II Instructions to Proposers,
PART III Annexure
Volume II: General Conditions of Contract
Volume III: Bus Specifications

6.2. The Proposer is required to examine carefully all the contents/pros & cons of the Proposal documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Proposal. Failure to comply with the requirement(s) of Proposal documents will be at the Proposer's own risk & responsibility.

6.3. RFP document can be obtained between 1100 hrs and 1600 hrs on all working days on payment of a fee of Rs. 25,000 (Rupees twenty Five thousand only) in the form of a demand draft drawn on any Scheduled Bank in India in favour of Bathinda Urban Transportation Services Limited and payable at, Bathinda (the "**RFP Fee**"). The document can also be downloaded from the official website of the Authority. In case of a downloaded form, the Proposer shall deposit the aforesaid RFP Fee along with their Proposal. Proposals unaccompanied with either the receipt of payment of RFP Fee or the RFP Fee itself, in the prescribed form, shall be liable to be rejected by the Authority.

7. AMENDMENT OF PROPOSAL DOCUMENTS

7.1. At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Proposer, may modify the Proposal documents by issuing an Addendum.

7.2. Any Addendum issued hereunder will be notified on the official website of Municipal Corporation Bathinda. It is duty of the Proposers to keep an eye on the site upto last date of submission of proposal.

7.3. In order to afford the Proposers a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Dates.

8. EARNEST MONEY DEPOSIT

The Proposer shall furnish as part of its Proposal an "earnest money deposit" ("Earnest Money"/ "**EMD**") of **Rs.2,00,000** (Rs. Two Lakh only), in the form of bank guarantee issued by a nationalised bank, or a Scheduled Bank in India, in favour of Bathinda Urban Transportation Services Limited, in the format at Annexure 8 the "**Bank Guarantee**") with a validity of 240 days inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Proposer from time to time, and payable at Bathinda.

In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

Earnest Money Deposit can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of Bathinda Urban Transportation Services Limited and payable at Bathinda (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

- 8.1. Any Proposal not accompanied with valid a EMD, in the acceptable form shall be summarily rejected by the Authority as being non-responsive and the Price Proposal of such Proposers shall not be opened.
- 8.2. The Earnest Money of the unsuccessful Proposers will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Successful Proposer or when the Bidding Process is cancelled by the Authority, and in any case within 60 (sixty) days from the Proposal Due Date. Where Earnest Money has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft/cheque in favor of the unsuccessful Proposer(s). Proposers may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Proposer and shall be mailed to the address given on the Proposal. The Earnest Money of the Successful Proposer shall be returned, without any interest thereon, upon the Successful Proposer/ Operator signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions after the General Conditions of Contract.
- 8.3. The Earnest Money deposit shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or under the Contract, or otherwise, under the following conditions:
- (a) If a Proposer engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
 - (b) If a Proposer withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by mutual consent of the respective Proposer(s) and the Authority;
 - (c) In the case of Successful Proposer, if it fails within the specified time limit
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Contract Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed there for in the General Conditions of Contract; or
 - (d) In case the Successful Proposer, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security.

9. PRICE PROPOSAL, AWARD CRITERIA

- 9.1. Price Proposal should be submitted as per format prescribed in Annexure 9.
- 9.2. Proposers shall quote fee per bus per month exclusive of all taxes and other statutory levies. Total Quoted Fee i.e. **Highest Annual Aggregated Quoted Fees for First year shall be the award criteria for each cluster**. The quoted fee shall be escalated @ of 5% every year in accumulation.

10. PROPOSAL VALIDITY

- 10.1. The Proposal shall remain valid and open for acceptance for a period of 180 days from the Proposal Due Date (i.e. last date of Proposal submission).
- 10.2. The validity of Proposals may be extended by mutual consent of the respective Proposers and the Authority. If the validity of Proposal is extended, the Proposer shall get the request for extension of BG by such period. A Proposer may refuse the request without becoming liable for forfeiture of Earnest Money.

11. FORMAT AND SIGNING OF PROPOSAL

- 11.1. The Proposals shall be signed by the Proposer through a person duly authorized to bind the Proposer to the contract. In case of Ltd or Pvt Ltd companies and Partnership firms, a Board Resolution/Partner's resolution assigning the signing rights in such matters to the Authorised Signatory must be provided. If the signatory to the Proposal is anyone other than such Authorised Signatory, a written power-of-attorney in favour of such signatory must accompany the Proposal. The person or persons so authorized for signing the Proposal/Proposals shall initial all pages of the Proposal/Proposals including printed literature.
- 11.2. The Proposal/Proposals shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Proposer, in which case, such corrections shall be initialled by the person or persons signing the Proposal.
- 11.3. All prices and other information having a bearing on the price shall be written both in figures and words in the prescribed Proposal form. In case of discrepancy, the price given in words shall be considered.

12. PROPOSAL SUBMISSION SYSTEM

12.1 SUBMISSION SEALING AND MARKING OF BIDS

The Bidder shall place two separate digitally signed files marked "Technical Bid (Envelope-I)" and "Financial Bid (Envelope-II)"
The contents of Technical and Financial Bids will be as specified in Clause 12.1. All documents are to be signed digitally by the bidders.

Envelope no.	Titled as	Documents to inserted	Documents to be attached be
Envelope I	“Technical Proposal for Operation of Buses on Operate, Maintain and Transfer basis in Bathinda”	Annexure 1 to 8	<p>RFP Fee (If the RFP is downloaded from the Website)/ receipt of payment thereof EMD (If Bank Guarantee, then as per Annexure 8)</p> <p>All the Volumes of RFP document and addendum thereof signed by the authorized signatory Forwarding letter as per Annexure 1</p> <p>General Information of Proposer as per Annexure 2</p> <p>Financial capability Statement as per Annexure 3 along with Audited Annual accounts for last three years starting from 2012 -13 and CA certificate in support of statement Undertaking for ownership/operations as per Annexure 4 along with RTO registration books and supporting evidences for operation Financial contracts. Anti black listing certificate as per Annexure 5 Power of attorney, in favour of the authorized signatory, as per Annexure 6 Power of Attorney in favour of the Lead Member as per Annexure 7, if applicable</p> <p>Joint bidding agreement in case of consortium as provided in the Point 5 of the clause 3 of ITP.</p> <p>Undertaking on proposer’s letterhead as provided in the Point 6 of the clause3 of ITP.</p> <p>(Prices should not be mentioned anywhere in Technical Proposal i.e.in Envelope -I)</p>
Envelope II	“Price Proposal for Operation of buses on Operate, Maintain and transfer basis in Bathinda	Annexure 9	<i>As per given format</i>

12.2. Tests of responsiveness

12.2.1 Prior to evaluation of Technical Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of this RFP. A Proposal shall be considered responsive only if:

- (a) it is received as per the formats prescribed;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant hereto;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- (d) it is accompanied by the EMD as specified in Clause 8 hereof;
- (e) it is accompanied by the Power(s) of Attorney (as per Annexure 6 and Annexure 7) in favor of the Authorized signatory;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or Proposal Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is non-responsive in terms hereof.

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

13. ADDRESS AND DEADLINE FOR SUBMISSION OF PROPOSALS

13.1. Proposal complete in all respects must be submitted online by the Proposer 14-7-2016 up to 1500 Hrs. (Proposal Due Date):

- 13.2. The Authority may, at his discretion, extend the above mentioned deadline for submission of Proposals by amending the Proposal Documents and in that case all rights and obligations of the Authority and the Proposers previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- 13.3. Proposal Submission should be through Speed Post / RPAD only. Authority shall not be responsible for and shall not take any cognizance of delay/loss in transit.

14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1. The Proposer may modify or withdraw his Proposal after submission but before the date and time fixed for submission of the Proposals, provided that the modification or withdrawal, in writing, is RECEIVED by the Authority prior to the deadline prescribed for submission of Proposals so as to open along with the original Proposals.

15. PROPOSAL OPENING

- 15.1. The Technical Proposals of all the Proposers shall be opened by the Authority at 14-7-2016 at 1600 Hrs. in the presence of Proposers or their representatives who wish to attend the Proposal opening. In the event of the specified date of Proposal opening being declared holiday for the Authority, the Proposals shall be opened at the appointed time and location on the next working day.
- 15.2. The Proposer's name, Proposal amendment/ withdrawals, if any, the presence or absence of the requisite EMD and RFP fee and such other details as the Authority or his authorized representative, at his discretion, may consider appropriate will be announced at the time of Proposal opening. The Technical details of the Proposals found to be responsive would be scrutinized later.
- 15.3. Envelop II which comprises of Price Proposal submission shall be opened at a later date and the date and time of opening of Envelop II (Price Proposal) shall be intimated to technically qualified Proposers prior to opening of the Envelop II.

16. CLARIFICATION OF PROPOSALS

- 16.1. To assist in the examination, evaluation and comparison of Proposals, the Authority may, if necessary, ask Proposers individually for clarification of their Proposals, including break-up of prices.
- 16.2. The Authority reserves the right to inspect/visit the premises/offices of the Proposer to ascertain the Proposer's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of Proposals.

17. EVALUATION AND AWARD

- 17.1. The authority shall evaluate the technical submissions of all Proposals determined to be responsive in terms of clause 12.5 hereof. The Technical Proposals shall then be evaluated to determine the Proposers' eligibility in terms of clause 3.1 hereof (i.e. to determine the Basic Eligibility, Financial and Technical Qualifications of the Proposer). The technical evaluation of responsive Proposals shall be done on a pass / fail basis and Price Proposals of only those Proposers' who qualify/ pass in the evaluation of their Technical Proposals (the "**Qualified Proposers**") shall be taken up for further evaluation of their Price Proposals.

- 17.2. The date and time for opening of Price Proposals shall be as per this RFP document. Change if any shall be communicated to the Qualified Proposers. The Authority shall not entertain any query/ clarification from Proposers who fail to qualify at any stage of the Bidding Process. The Price Proposals of the Qualified Proposers shall be opened in the presence of the representative of the Qualified Proposers who choose to be present.
- 17.3. The quotations contained in the Price Proposal shall be announced separately. Proposer quoting highest Total Quoted Fees in the format prescribed at Annexure 9 shall be declared (Highest 1) H1 **"The Highest Proposer"** and the second highest shall be declared H2 and so on. The H1 proposer shall be considered as the preferred Proposer.
- 17.4. In the event that two or more Proposers quote the same amount of Total Quoted Fee (the **"Tie Proposers"**), the Authority shall identify the Successful Proposer by draw of lots, which shall be conducted, with prior notice, in the presence of the Proposers who choose to attend.
- 17.5. The Authority may further hold negotiations with the preferred Proposer.
- 17.6. Authority shall have right to alter the contract to single operators to the tune of + or -of the total fleet size to the successful operator. For avoidance of doubt, the clause provides that BUTSL shall have right to allot lower no. of buses to the preferred proposer/operator, and BUTSL at its sole discretion, shall also have right to allot in future additional buses to the operator.
- 17.7. Additional buses shall be allotted at sole discretion of the BUTSL with mutual consultation with the Operator(s) at per bus and bus type wise Quoted fees quoted in the price proposal. The Quoted fees in the Price Proposal shall be escalated at 5% pa in accumulation to arrive at the Quoted fees to be payable by the operator at the time of allotment of additional buses.
- 17.8. The Authority shall have right to appoint more than one operator in accordance with clause 9.3 of ITP on the quoted fees quoted by the Highest Proposer.
- 17.9. The Authority shall reserve all rights to accept any Proposal or to reject any or all Proposals.

18. NOTIFICATION OF AWARD

- 18.1. After negotiation, prior to the expiry of the period of Proposal validity, the Authority shall notify the preferred Proposer as the Successful Proposer, by issuance of a Letter of Award (the **"LOA"**), in duplicate, by the Authority to the Successful Proposer and the Successful Proposer shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Proposer is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Successful Proposer as Damages on account of failure of the Successful Proposer to acknowledge the LOA, and the next eligible Proposer may be considered. The Letter of Award shall

stipulate the sum of quoted fee and performance security which the Operator shall pay to the Authority in consideration of the award of the Contract for operation of buses on Operate, Maintain and Own basis.

19. AUTHORITY RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS

19.1. The Authority reserves unconditional right to accept or reject any Proposal, and to annul the Bidding Process and reject all Proposals without assigning any reason at any stage before the contract is signed and all final documentation for the contract is complete in accordance with Clause 20.1 below.

20. SIGNING AND ACCEPTANCE OF LETTER OF AWARD AND CONTRACT

20.1. Upon receipt of acknowledgement of 'Letter of Award' from the Successful Proposer, Contract in the format prescribed would be signed by both the parties before expiry of the proposal validity period. The successful Proposer shall get the correct amount of stamp duty adjudicated, at Bathinda in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the date of issue of 'Letter of Award'. The Authority shall return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp duty in respect of the Contract shall be paid by the Successful Proposer.

21. PAYMENT TERMS

21.1. The Successful Proposer shall make the Advance Monthly payment of the Quoted Fee in accordance with the General Conditions of Contract, based on the number and type of buses awarded to it before the date of handover of the Contracted Buses. The Operator shall accept the buses on as is where basis, for buses which are currently in operation. All buses shall be handed over along with all documents and records available with the Authority for these buses and that may be required for operation and maintenance.

22. PERFORMANCE SECURITY

22.1. The Successful Proposer shall within 20 days of the date of issue of Letter of Award furnish to the Authority a performance security in the form of and unconditional and irrevocable bank guarantee as specified in **Annexure 10** and conditions set forth in clause 6 of the Volume II – Contract Conditions. The successful proposer shall furnish performance security of Rs. 5.00 lacs per bus.

23. CORRUPT & FRAUDULENT PRACTICES

23.1. Proposers are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the Bidding Process

and execution of the contract. In pursuance of this policy, following definitions are relevant:-

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement/ Bidding process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement/ Bidding process or the execution of a contract to the detriment of the Authority, and includes collusive practice among Proposers (prior to or after Proposal submission) designed to establish Proposal prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition;

23.2. If it is found that Proposer (s) had engaged in corrupt/fraudulent practice in securing and executing the contract, the Authority reserves the right:

- (a) Not to award contract to such Proposer,
- (b) To cancel the contract, if already awarded. In case of cancellation, the Authority shall be entitled to recover from the Proposer/Operator the amount of any loss arising from such cancellation in accordance with the provisions of the Proposal Documents. The Authority shall also have the right to forfeit the performance bank guarantee of such Proposer, and
- (c) To ban the business dealing with the Proposer who engaged in such practices either indefinitely or for a specified period of time.

24. SITE VISIT AND VERIFICATION OF INFORMATION

24.1. Proposers 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.

24.2. It shall be deemed that by submitting a Proposal, the Proposer has:

- (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 24.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 24.1 hereinabove necessary and required for submitting an informed Proposal, execution of the Contract in accordance with the Proposal Documents and performance of all of its obligations there under;
- (e) 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 24.1 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;
- (f) acknowledged that it does not have a Conflict of Interest; and
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

24.3. 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, RFQ, the Proposal Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

25. VERIFICATION AND DISQUALIFICATION

25.1. The Authority reserves the right to verify all statements, information and documents submitted by the Proposer in response to the RFP or the Proposal Documents and the Proposer 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 Proposer of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

25.2. The Authority reserves the right to reject any Proposal and forfeit the Earnest Money if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Proposer 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 Proposer. If such disqualification / rejection occurs after the Proposals have been opened and the Highest Proposer (H1) gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Proposers 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.

25.3. 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 pre-qualification conditions have not been met by the Proposer, or the Proposer has made material misrepresentation or has given any materially incorrect or false information, the Proposer 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 Proposer 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 Proposer or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Proposer or Operator. 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.

26. REJECTION OF PROPOSALS

26.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Proposers to submit fresh Proposals hereunder.

26.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

27. CONFIDENTIALITY

27.1. Information relating to the examination, clarification, evaluation and recommendation for the Proposers 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.

28. CORRESPONDENCE WITH THE PROPOSER

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

29. CONFLICT OF INTEREST

29.1. A Proposer shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Proposer 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 Proposer'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 Proposer may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) the Proposer, its member or Associate (or any constituent thereof) and any other Proposer, 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 Proposer, 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 Proposer, its member or Associate, as the case may be) in the other Proposer, 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 29.1, 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 Proposer is also a constituent of another Proposer; or
- (iii) such Proposer receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Proposer, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Proposer;; or
- (iv) such Proposer has the same legal representative for purposes of this Proposal as any other Proposer; or
- (v) such Proposer, its member or any Associate thereof, has a relationship with another Proposer, 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 Proposer, 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.

29.2. 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 Proposer, 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.

30. MISCELLANEOUS

- 30.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bathinda, Punjab shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 30.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Proposer in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Proposer; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Proposer.
- 30.3. It shall be deemed that by submitting the Proposal, the Proposer agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

PART III: ANNEXURE

Annexure 1 Forwarding letter

{On Proposer's letterhead}

Dated:

To,

Superintending Engineer cum Director,
Bathinda Urban Transportation Services Limited.
Municipal Corporation Bathinda
Room No. 14 , 1st Floor, Municipal Corporation Office,
Mall Godown Road,
Bathinda, Phone: 0164-2252811 Fax: 0164-2235246

Subject: Submission of Proposal for City Bus operations on Operate, Maintain and Transfer basis for the city of Bathinda

Dear Sir,

We are pleased to make our submission for the captioned RFP. We are pleased to submit the following documents towards the same.

Envelope I: RFP Fee, EMD and Eligibility and Qualification documents

Envelope II: Price Proposal

We are aware of the Authority's right to accept or reject any/all Proposals without giving any reason and upon rejection of Proposal; I shall not be entitled to any right with related to the Authority.

This offer is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, I am not given any written or oral promise from the Authority.

We have thoroughly read and understood all the terms and conditions of this RFP and I promise to observe all the terms and conditions of this RFP. I have signed and stamped each and every page of this RFP document and submitted the same hereof.

Thanking You,

(Signature and name of Authorized Representative)

For (Name and seal of Proposer Company/firm)

Annexure 2 General Information of Proposer

(1) Proposers name and contact details.

Name of the Proposer Organization:

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

Address of Registered Office:

Phone:

Fax:

E-mail:

Main Line of Business with experience:

(2) Copy of the Registration of the Proposer (Certificate of Incorporation, Partnership Deed, Service Tax Registration copy, Shops and Establishment Dept. Certificate, etc.) (to be attached separately)

Signature of the Proposer

Annexure 3 Financial capability statement

{On Statutory Auditor's letterhead}

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

Networth* of the M/s_____ as on 31st March 2015 was Rs._____ as per following formula

(* for the purpose of Networth Calculation it is defined: Networth= Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)

(Signed and Sealed by the statutory auditor)

Annexure 4 Undertaking for Vehicle Ownership or Contractual right

{On Proposer’s letterhead}

I hereby declare that our company/firm has experience of operation of following no of Buses through ownership or contractual right.

1. For Ownership experience for required no of Buses since last seven years (starting from 2008-09)

Year	No. of Buses owned by the Proposer	No. of Buses owned by the Associate	Total	Relationship with the Associate as per the definition given in the Technical Qualification criteria
2010-11				

1. Copy of RC books for owned vehicles are to be attached here with.
2. Document showing relationship with the Associate as per the definition of given in the Technical Qualification criteria
3. Documentary evidences as per qualification criteria for Indian and Foreign Proposer or Associate is a foreign company.

2. For Operation experience for required no of Buses for last seven years (starting from 2008-09)

No. of Bus operated through contract by the Proposer	No. of Bus operated through contract by the Associate	Total	Relationship with the Associate as per the definition of given in the Technical Qualification criteria
<i>Details to be submitted in the table.</i> 1.No. of buses contracted 2.Contract period 3. Contract Date and number. 4 Name of the client	<i>Details to be submitted in the table.</i> 1.No. of buses contracted 2.Contract period 3. Contract Date and number. 4.Name of the client		

1. The copy of contract document/Letter of Award / Letter of Intent
2. Completion certificate / Interim Satisfaction Certificate from the client for respective contract if available
3. Document showing relationship with the Associate as per the definition of given in the Technical Qualification criteria
4. In case operation contract is held in partnership/JV/Consortium, the JV/Consortium agreement copy specifying the share of each partner in the JV must be submitted.
5. Documentary evidences as per qualification criteria for Indian and Foreign Proposer or Associate is a foreign company.

(Signature and name of Authorized Representative)

Annexure 5 Anti Blacklisting certificate

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

Anti-Blacklisting 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 Punjab (GoP) / any other entity of GoP 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 thisDay of, 2016

Name of the Proposer
Signature of the Authorized person
Name of the Authorized Person

Annexure 6 Format of power of attorney for authorising Proposer’s Signatory

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, ...[name of the Company/partnership firm/proprietorship firm], a company incorporated under the Companies Act 1956,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at ...[Address of the Company/partnership firm] (hereinafter referred to as “Company/firm”):

WHEREAS in response to the RFP for operation of buses on Operate, Maintain and Transfer basis in Bathinda, (“Project”), the Company/ firm is submitting Proposal Comprising Technical and Price Proposals to Director, Bathinda Urban Transportation Services Limited, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company/firm.

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

To act as the Company’s/firm’s official representative for submitting the Proposal comprising Technical Proposal and Price Proposal for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

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

To do all such acts deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on--- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]	----- [name & designation of the person] ----- [name & designation of the person]
---	--

Annexure 7: Power of Attorney for Lead Member of Consortium

(On Stamp Paper of Appropriate value)

Whereas the Bathinda Urban Transportation Services Limited an SPV established by the Municipal

Corporation of Bathinda, ("the Authority" "BUTSL") has invited applications from interested parties for the Operation and Maintenance and Management of Buses owned and procured by the Authority for city bus operations in the city of Bathinda as per the RFP issued on _____ containing all terms and conditions for such operations under a Contract (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 (RFP) 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 authority 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 _____, M/s. _____ having our registered office at _____, and M/s. _____ having our registered office at _____, (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"). We 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 proposal 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 prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, 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 Authority, 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 Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2_____

For _____

(Signature) _____

(Name & Title) _____

(Name & Title) For
(Signature)

(Name & Title) For
(Signature)

Witnesses:

- 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 Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure 8 Format for Bank Guarantee for EMD (Earnest Money Deposit)

This Deed of Guarantee is made on this _____ day of _____, 2014 at _____ by _____ a _____ Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____, Bathinda (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Bathinda Urban Transportation Services Limited, having its Registered Office at Room No 14, 1st Floor, Municipal Corporation Building, Mall Godown Road, Bathinda- Punjab, (hereinafter referred to as "BUTSL" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the BUTSL undertook the process of competitive Bidding in order to select the most desirable firm/company for operation of buses on Operate, Maintain and Transfer basis for Bathinda city transport services for which purpose BUTSL issued a RFP document inviting Proposals from the Proposers;

WHEREAS, [name of Proposer] (hereinafter called "the Proposer") has submitted his Proposal dated [date] for the execution of the Works (hereinafter called "the Proposal").

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) if the Proposer withdraws or modifies his Proposal during the period of Proposal validity specified in the RFP; or
- (2) if the Proposer refuses to accept the correction of errors in his Proposal; or
- (3) If the Proposer submits a conditional Proposal which would affect unfairly the competitive provision of other Proposers who submitted substantially responsive Proposals and/or is not accepted by BUTSL, or
- (4) if the Proposer, having been notified of the acceptance of his Proposal by BUTSL during the period of Proposal validity and the Proposer fails or refuses to execute the Agreement in accordance with the RFP documents;
- (5) If the Proposer engages in fraudulent or corrupt practices

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to BUTSL a sum of Indian Rupeeswithout any protest or demur and upon receipt of first written demand from BUTSL, without having to substantiate his demand, provided that in his demand BUTSL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 60 days after the date of expiration of the Proposal Validity or as it may be extended by the Proposer on a written request by BUTSL, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Bathinda and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible at any of our Bathinda Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this _____ day of _____ and year first herein above written.

Signed and delivered by the
above named _____ Bank by
its Authorized Signatory as authorized by
Board Resolution passed on _____/
Power of Attorney dated [.....]

Authorized Signatory
Name : Designation:

In the presence of:

- 1.
- 2.

Annexure 9 Format of Price Proposal

(On the Letter Head of the Proposer)

Dated:

To,

Superintending Engineer cum Director,
Bathinda Urban Transportation Services Limited.
Municipal Corporation Bathinda
Room No. 14, 1st Floor, Municipal Corporation Office,
Mall Godown Road,
Bathinda, Phone: 0164-2252811 Fax: 0164-2235246

Subject: Submission of Proposal for City Bus operations on Operate, Maintain and Transfer basis for the city of Bathinda

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of Proposal submission provided in the RFP document and subsequent clarifications provided in relation to project, I/ we hereby provide our financial/price proposal. I/we have read the entire RFP dated _____, bearing number _____, including addendums thereto 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 for BUTSL on routes as provided in the RFP document in accordance with the terms and conditions as provided in the above.

I have understood the nature of bus to be operated and maintained by me on Net Cost Contract basis and investigated the cost and revenue structure for its Operations and Maintenance. Following is Quoted Fees for Year One of the Contract Period proposed by us for the O&M services of City bus service whose bus specifications are described in the annexure.

Sr No	Category	Quantity (Nos) (A)	Quoted Fees / Bus /month (Rs. In figure) (B)	Quoted Fees / Per Bus / month (Rs. In words)	Total Quoted Fees (A*B*12)(Rs. In figure)
1	semi Low Floor Non AC	10			
2	Non AC Mini Bus	20			
	Total Quoted Fee (1+2) for Year One of the Contract Period				

Note: For the purposes of evaluation, Quoted fees for Year One of the Contract Period excluding any taxes and charges shall be considered. Prevailing taxes and statutory levy will be payable over the above Quoted Fee but will not be part of financial evaluation for comparison of Proposal purposes.

Amount of total Quoted Fee for Year One of the Contract Period, given in the Row no. 5 of the above table shall be considered for evaluation of price proposals.
The quoted fees per bus per month shall be escalated by 5% pa in accumulation.

Name, Signature, Seal, Address and Phone number of the Authorized Person

Annexure 10 Format For Bank Guarantee for towards performance guarantee/ security

Superintending Engineer cum Director,
Bathinda Urban Transportation Services Limited.
Municipal Corporation Bathinda
Room No. 14 , 1st Floor, Municipal Corporation Office,
Mall Godown Road,
Bathinda, Phone: 0164-2252811 Fax: 0164-2235246

Contract No. Date

- i) This Deed of Guarantee made this day of _____ 2014 ___ between Bank of _____ (hereinafter called the "Bank") on the one part, and _____ (hereinafter called "the Authority") of the other part.
- ii) Whereas authority has awarded the Contract for (Description of Item). (hereinafter called the Contract) to: _____ (Name of Operator) (hereinafter called the Operator).
- iii) AND WHEREAS the Operator is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. _____ (Amount in Figures and words).
- iv) NOW, WE THE UNDERSIGNED _____ (Name of Bank) _____ do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. _____ (Rupees _____ only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Operator. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority (BUTSL) any money so demanded notwithstanding any dispute raised by the Operator in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
- v) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- vi) This Guarantee is valid for a period of _____ (Duration in _____ days (months) in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least _____ days/months longer than the anticipated expiry date of the Warranty period or Annual Maintenance Contract (as the case may be) as stated in the 'General Conditions of Contract'. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
- vii) At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Operator or if the Operator fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Operator.
- viii) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Operator.

- ix) The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- x) We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to _____ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Operator of its obligations under the Contract and/or as demanded by the Authority.
- xi) The expressions "the Authority", "the Bank" and "the Operator" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 20__ being herewith duly authorised.

For and on behalf of the _____ Bank

Signature of authorised Bank
official Name:
Designation:
Stamp/Seal of the Bank:
Signed, sealed and delivered
For and on behalf of the Bank
by the above named _____

in the presence of
: Witness 1
Signature
Name
Address

Witness 2
Signature
Name
Address`