

**Tender for Selection of Bus Operator
For
Operation and Maintenance of Bus
Services for Naya Raipur Bus Rapid
Transit System – Lite**

Part - I



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Disclaimer

A. The information contained in this Tender document (the “**Tender**”) or subsequently provided to Tenderer(s) (herein after referred to as Bidder(s)), whether verbally or in documentary or any other form by or on behalf of Naya Raipur Development Authority (the “**NRDA**”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in the Tender and such other terms and conditions subject to which such information is provided.

B. This Tender is not an agreement and is neither an offer nor invitation by NRDA to the prospective Bidders or any other person. The purpose of the Tender is to provide interested parties with information that may be useful to them in making their financial offers pursuant to the Tender (the “**Financial Proposal**”). The Tender includes statements, which reflect various assumptions and assessments arrived at by NRDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The Tender may not be appropriate for all persons, and it is not possible for NRDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses the Tender. The assumptions, assessments, statements and information contained in the Tender Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy; adequacy, correctness; reliability and completeness of the assumptions, assessments, statements and information contained in the Tender and obtain independent advice from appropriate sources.

C. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NRDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

D. NRDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way for participation in this Tender Stage.

E. NRDA also accepts no liability of any nature whether resulting from negligence or

otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Tender.

F. NRDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Tender.

G. The issue of the Tender Document does not imply that NRDA is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and NRDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Contents

Part I - Instructions to Bidders & Request for proposal

Part II - Draft Bus Operators Agreement

1. INTRODUCTION

1.1 Background

1.1.1 The Naya Raipur Development Authority (“NRDA”), is implementing BRTS Lite Project under GEF-UNDP-World Bank assisted SUTP sponsored by Ministry of Urban Development, Government of India, with the objective to provide better transport facilities to the residents of Raipur and Naya Raipur, to enhance commuter satisfaction, reliability and punctuality of public transport, thereby reducing the dependence on private modes of transport. NRDA proposes to select a bus operator for operation and maintenance of BRTS buses. In pursuance thereof, NRDA invites detailed proposals in accordance with the terms of this Tender Document from the interested parties (hereinafter referred to as ‘Proposal’) for operating and maintaining the BRTS buses for a period of 4 years on Operation, Maintenance and Transfer (the “OMT”) basis (hereinafter referred to as the “Project”). The period, under the terms and conditions of this Tender may further be extended for a maximum period of 3 years.

1.1.2 The Successful Bidder (the “Operator”) would operate and maintain the BRT buses provided by the NRDA on the routes designated by NRDA, (the indicative routes are set out in Annexure I) as per the provisions of Bus Operators Agreement (herein after referred to as “Bus Operators Agreement”) the draft of which is provided as Part II of this Tender Document.

1.1.3. NRDA is in the process of developing BRTS-LITE corridors (herein after referred to as “Corridors”) covering approximately 40 Km in total. On these corridors the indicative routes are described in Annexure I (“BRT- LITE Routes”). However, the routes may be modified, altered and added from time to time at the discretion of NRDA.

1.1.4. To facilitate BRTS-LITE operations, depot and workshops shall be provided by NRDA to the selected Operator, under the agreement. The Operator shall provide furniture, equipment for the depot and workshop at its own cost and shall be responsible for the security and housekeeping of the depot, workshop and Intelligent Transport Control Centre which is located in the same premise. The Operator shall also be responsible for connections and recurring expenditure for the utilities such as Water Supply, Electricity etc.

1.1.5. The Bus service and O&M shall be monitored and supported by Intelligent Transport

System for which a system integrator has already been appointed. The Buses shall be equipped with on board IT equipments; the Operator shall be responsible for the security and operational support of the said equipments.

- 1.1.6. The collection of fares shall be undertaken by a Fare Collection Agency (FCA) appointed by NRDA vide a separate contract and the Operators shall be required to co-operate with NRDA and the FCA to ensure collection of fares. The Operator will not collect fares, nor will receive the fare revenue.
- 1.1.7. Terms used in this Tender document which have not been defined herein, shall have the meaning ascribed thereto in the draft Bus Operators Agreement.

2. TENDER PROCESS

A. General

2.1 Scope of Proposal

- 2.1.1 NRDA invites Proposals from interested eligible parties in order to identify the Successful Bidder.
- 2.1.2 NRDA intends to adopt a single stage, 2 (two) cover tendering process for selection of the Successful Bidder for the Project.
- 2.1.3 The Proposals shall be evaluated on the basis of the evaluation criteria set out in this Tender document (“Criteria for Qualification” and “Criteria for Evaluation”) in order to identify the Successful Bidder for the Project (“Successful Bidder”). The Successful Bidder shall have to enter into a Bus Operators Agreement with NRDA, and perform its obligations as stipulated therein. The draft Bus Operators Agreement forms part of this Tender document.

2.2 Eligible Bidders

- 2.2.1. The Bidders eligible for participating in the tendering process must be a legal entity and must fulfil the minimum qualification criteria set out in section 3. The bidder may be an individual, a private entity or government owned entity incorporated under the provisions of Indian Companies Acts, 1956 or any other relevant act. No Bidder applying individually or in association can be a member of another Bidder.
- 2.2.2. Any entity which has been barred by NRDA or Government of Chhattisgarh (GoC), any other State Government (SG) or Government of India (GoI), or any of the agencies of GoC/SG/GoI participating in infrastructure projects (BOT or otherwise) and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal.
- 2.2.3. The Bidder should submit a Power of Attorney as per the format enclosed in Appendix B, authorising the signatory of the Proposal to commit the Bidder.
- 2.2.4. A sole proprietorship firm should furnish the Sales/VAT/Service tax and IT returns for the last two financial years and also provides registration under the shops and Establishment Act as proof of identity.
- 2.2.5. A registered partnership firm should furnish registration certificate of the firm issued by the registrar of firms and the partnership deed executed between the partners as

proof of identity.

2.2.6. A company should furnish certificate of incorporation and memorandum of association as proof of identity.

2.3 Number of Proposals

2.3.1 Each Applicant shall submit only one (1) Proposal, in response to this Tender. Any Bidder, who submits more than one Proposal, will be disqualified.

2.3.2 The Tender document can be downloaded from the web site www.nayaraipur.gov.in and can be used for the bidding, subject to the conditions that while submitting the proposal, the cost of the Tender document amounting to Rs 10000/- shall necessarily be submitted in the form of Demand Draft payable in favour of Chief Executive Officer, Naya Raipur Development Authority, payable at Raipur/Naya Raipur, along with the EMD in Cover-1.

2.3.3 The bidder who does not submit the cost of the Tender document in the prescribed format, his bid shall be rejected.

2.4 Proposal Preparation Cost

The Bidder shall be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the tendering process. NRDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the tendering process.

2.5 Project Inspections

2.5.1 It would be deemed that by submitting the Proposal for Tender, the Bidder has:

a) made a complete and careful examination of terms & conditions / requirements, and other information set forth in this Tender document;

b) received all such relevant information it has requested from NRDA; and

c) made a complete and careful examination of the various aspects of the Project including but not limited to:

i. availability of parking space and prospects of developing the same in future

- ii. existing facilities and structures;
- iii. the conditions of the access roads and utilities in the vicinity of the corridors;
- iv. conditions affecting Project;
- v. clearances obtained by NRDA and the clearance, permits and approvals required to be obtained by the successful bidder for the Project; and
- vi. all other matters that might affect the Bidder's performance under the terms of this Tender document.

2.5.2 NRDA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.6 Right to Accept or Reject any of the Proposals

2.6.1 Notwithstanding anything contained in this Tender, NRDA reserves the right to accept or reject any Proposal or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons.

2.6.2 NRDA reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal

2.6.3 Rejection of the Proposal by NRDA as aforesaid would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the bids have been opened and the best bidder gets disqualified / rejected, then NRDA reserves the right to:

- a) either invite the Bidder with the next best offer for negotiations,
OR
- b) take any such measure as may be deemed fit in the sole discretion of NRDA, including annulment of the tendering process.

2.6.4 NRDA reserves the right to invite revised Proposals from Bidders with or without amendment of the Tender at any stage, without liability or any obligation for such invitation and without assigning any reason.

B. Documents

2.7 Contents of Tender

The Tender Document comprises the contents as listed below, and would additionally include any Addenda issued in accordance with Clause 2.8.

Part I	Introduction to Bidders & Request for Proposal
Part II	Draft Bus Operator Agreement

2.8 Amendment of Tender

2.8.1 At any time prior to the Proposal Due Date, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda/Amendment/Corrigendum or may issue Modified Tender Document.

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

2.8.3 In order to provide the Bidders a reasonable time to examine the Amendment, or for any other reason, NRDA may, at its own discretion, extend the Proposal Due Date.

2.9 Clarifications

A prospective Bidder requiring any clarification on the Tender document may notify NRDA in writing by e-mail/fax / speed post / courier so as to reach latest by the **Last date of receiving queries** mentioned in Section 5, Schedule of Bidding Process the office following:

Attn. of Chief Executive Officer
 Address Naya Raipur Development Authority
 1st Floor Utility Block Capital
 Complex Sector-19,
 Naya Raipur, PIN - 492002 (Chhattisgarh)

Ph. No – 0771- 2511729

NRDA would endeavour to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses shall be posted on the official website only.

C. Preparation and Submission of Proposal

2.10 Language and Currency

2.10.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.10.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). NRDA reserves the right to use any suitable exchange rate, if the Proposal is submitted in any other currency for the purpose of uniformly evaluating all Bidders.

2.11 Earnest Money Deposit

2.11.1 Proposals must be accompanied by an Earnest Money Deposit for an amount of Rs. 5,00,000/- (Rupees Five lakhs Only) (“Earnest Money Deposit”). The Earnest Money Deposit shall be kept valid throughout the Proposal Validity Period or extended period of validity if so required by NRDA.

2.11.2 The Earnest Money Deposit shall be in the form of a DD drawn in favour of Chief Executive Officer, Naya Raipur Development Authority issued by any scheduled bank in India, payable at Raipur/Naya Raipur or in the form of an irrevocable Bank Guarantee substantially in the form set out in Appendix D.

2.11.3 The Earnest Money Deposit shall be returned to the unsuccessful Bidders within a period of Four (4) weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder shall be released on submission of Performance Security and signing of the Bus Operators Agreement.

2.11.4 Performance Security

2.11.5 The Earnest Money Deposit shall be forfeited:

- a) if the Bidder withdraws its Proposal during the interval between the Proposal

Due Date and expiration of the Proposal Validity Period.

- b) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- c) If the Bidder fails to furnish the Performance Security within specified time limit.
- d) If the Bidder does not execute the Bus Operators Agreement within the time frame mentioned.

2.12 Validity of Proposal

Proposal shall remain valid for a period not less than 120 (One Hundred and Twenty) days from the Proposal Due Date ("Proposal Validity Period"). NRDA reserves the right to reject any Proposal, which does not meet this requirement.

2.13 Extension of Validity of Proposal

- 2.13.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, NRDA may request Bidders to extend the Proposal Validity Period for a specified additional period
- 2.13.2 The Bidder shall, where required, extend the Proposal Validity Period and shall also extend the Bank Guarantee, if submitted as EMD, till the date of execution of the Bus Operators Agreement. The bidder will not be allowed to modify its proposal in case the validity period is required to be extended.

2.14 Format and Signing of Proposal

- 2.14.1 Bidders shall provide all the information as per this Tender and in the specified format. NRDA shall evaluate only those Proposals that are received in the required format and complete in all respects.
- 2.14.2 The Bidder shall prepare one original of the documents comprising the Proposal and clearly marked "ORIGINAL". In addition, the Bidder shall make one (1) copy of qualification criteria (Cover I) Proposal, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.14.3 The Proposal and its copy shall be typed or written in indelible ink and the Bidder shall initial each page. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

2.15 Sealing and Marking of Proposals

2.15.1 The bidder shall submit the proposal as per the Two Cover system. The Qualification criteria (Cover-I) and the Financial Proposal (Cover-II) shall be sealed in two separate covers, clearly marking each of the envelopes as Cover-I and Cover-II, respectively. Both the sealed covers shall then be placed in a single outer cover, clearly marking the envelope as “ORIGINAL”.

2.15.2 Similarly, the copy of qualification criteria (Cover-I) shall be sealed in separate envelopes and placed in a single larger cover, clearly marking the envelope as “COPY OF QUALIFICATION CRITERIA”.

2.15.3 Both the original and the copy shall be placed in a single larger envelope and sealed.

2.15.4 Each envelope (original and copy) shall clearly bear the following identification:

“Proposal for Operation and Maintenance of Bus Service in Naya Raipur Bus Rapid Transit System –Lite” at the top and **“Name of the Bidder”** at the bottom.

Cover-I shall contain the following -

- a) Covering Letter-cum-Project Undertaking, clearly stating the validity of the Proposal as per format enclosed as Appendix A.
- b) Power of Attorney for Signing of Proposal as per the format enclosed as Appendix B.
- c) Anti-Collusion Certificate as per the format enclosed as Appendix C.
- d) Earnest Money Deposit in the form of DD drawn in favour of Chief Executive Officer, Naya Raipur Development Authority or Bank Guarantee as per the format enclosed as Appendix D.
- e) Details of Bidder along with supporting documents as per the format enclosed as Appendix E.
- f) Capability as to the Experience of the Bidder as per the format enclosed as Appendix F
- g) Financial Capability Statement of the Bidder as per the format enclosed as Appendix G.
- h) Bank Draft of Rs. 10,000/- (Rupees Ten Thousand Only) towards the cost of the Tender document in favour of Chief Executive Officer, Naya Raipur Development Authority (in case the same has been downloaded from NRDA web site). In case the document is purchased from NRDA, a photocopy of the receipt of the payment is to be enclosed.

Cover-II shall contain the following -

- a. In a separate sealed envelope, Financial Proposal as per the format enclosed as Appendix H. The Financial Proposal shall be made in terms of Gross Rate in rupees per kilometre per bus.
- b. The Financial proposal shall include all the expense salary, travel, maintenance,

equipment, fuel, license fee, royalty, taxes etc. except the service taxes. The applicable service tax will be reimbursed separately by NRDA.

- c. The Financial proposal shall be submitted considering the warranty given by the bus manufacturer/supplier; however the overall responsibility of maintaining the buses at its own cost shall remain with the bus operator. The bus operator shall be authorised to operate the warrantee.

2.15.5 The envelopes shall be addressed to:

Attn. of Chief Executive Officer
Address Naya Raipur Development Authority
1st Floor Utility Block Capital
Complex Sector-19,
Naya Raipur, Pin - 492002(Chhattisgarh)
Ph. No -0771- 2511729

2.15.6 If the envelopes are not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal may at the sole discretion of NRDA, be rejected.

2.16 Proposal Due Date

2.16.1 Proposals should be submitted before 16:00 hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.15.5 in the manner and form as detailed in this Tender. Proposals submitted by either facsimile transmission or telex will not be accepted.

2.16.2 NRDA may, in exceptional circumstances, and at its sole discretion, extend the Proposal Due Date by issuing Corrigendum by posting it in the Official website only.

2.17 Late Proposals

2.17.1 Any Proposal received by NRDA after the Proposal Due Date will be returned unopened to the Bidder.

2.18 Modifications/ Substitution/ Withdrawal of Proposals

2.18.1 No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.

2.18.2 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Earnest Money Deposit.

2.19 Pre-Proposal Meeting(s)

2.19.1 To clarify and discuss issues with respect to the Project and the Tender, NRDA may hold Pre-Proposal meeting(s). Attendance of the Bidders at the Pre-Proposal meeting(s) is not mandatory.

2.19.2 Prior to the Pre-Proposal meeting, the Bidders may submit queries, if any, on the Project requirements and/or the Bus Operators Agreement. Bidders must formulate their queries and forward the same to NRDA prior to the meeting. NRDA may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the Tender.

2.19.3 NRDA will endeavour to hold the Pre-Proposal meeting(s) as per Tender Time Schedule.

2.19.4 Subsequent to the meeting, NRDA may upload the response to the queries in the website, provided it may not respond to queries from any Bidder(s) if not deemed necessary.

2.19.5 All correspondence/enquiries should be submitted in writing by e-mail/ fax/speed post / courier in the address given in 2.15.5:

2.19.6 No interpretation, revision, or other communication from NRDA regarding this solicitation is valid unless it is in writing and is signed by an officer not below the rank of Chief Engineer (Engineering), NRDA.

D. Evaluation of Proposal

2.20 Proposal Opening

2.20.1 NRDA shall open the Outer Envelope and Cover-I on the Proposal Due Date for the purpose of evaluation in presence of the bidders/ representatives who choose to attend the bid opening.

2.20.2 NRDA shall subsequently examine and evaluate Proposals in accordance with the criteria set out in Section 3 and 4.

2.20.3 NRDA reserves the right to reject any Proposal, if:

- a) at any time, a material misrepresentation is made or discovered;
OR
- b) the Bidder does not respond promptly and diligently to requests for supplementary information.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. NRDA will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. NRDA will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.22. Tests of Responsiveness

2.22.1 Prior to evaluation of Proposals, NRDA will determine whether each Proposal is responsive to the requirements of the Tender Document. A Proposal shall be considered responsive if the Proposal:

- a) is received before 16:00 Hrs (IST) on the Proposal Due Date including any extension thereof;
- b) is signed, sealed and marked as stipulated;
- c) contains the information and documents as requested in the Tender Document;
- d) contains information in formats specified in the Tender Document;
- e) is accompanied by the Earnest Money Deposit;
- f) is accompanied by cost of proposal as per clause 2.3;
- g) mentions the validity period;
- h) it provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by NRDA without communication with the Bidder). NRDA reserves the right to determine whether the information has been provided in reasonable detail;
- i) there are no inconsistencies between the Proposal and the supporting documents;
- j) The proposal is unqualified and unconditional.

2.22.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a) affects in any substantial way, the scope, quality, or performance of the Project/s, or
- b) limits in any substantial way, inconsistent with the Tender Document, NRDA's rights or the Bidder's obligations under the Bus Operators Agreement, or
- c) unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

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

2.23 Clarifications

To assist in the process of evaluation of Proposals, NRDA may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing by facsimile/e-mail. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.

2.24 Consultant(s) or Advisor(s)

To assist in the examination, evaluation, and comparison of Proposals, NRDA may utilise the services of consultant(s) or advisor(s).

2.25 Proposal Evaluation

2.25.1 Evaluation of Proposals shall be carried out as indicated below and which has been detailed in Section 3 and 4.

- a) Step I: The Proposals shall be checked for responsiveness to the Tender.
- b) Step II: The Proposals which have been found to be responsive shall be checked for eligibility in terms of the qualification criteria as per Section 3 and a short list of the qualified bidders shall be prepared.
- c) Step III: Financial Proposals of only qualified Bidders whose Proposals meet the requirements of the qualification criteria would be opened on a date and time which shall be intimated to the short listed bidders and the financial proposal so opened shall be considered for further evaluation.

- d) The preferred bidder shall be determined on the basis on the lowest rate per kilometre per bus quoted.

2.25.2 NRDA may either choose to accept the Proposal of the Preferred Bidder or invite the Preferred Bidder for negotiations.

2.25.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the market rate or NRDA's estimate of the cost, the NRDA may require the bidder to produce detailed price analysis for any or all items specified in Financial Proposal, to demonstrate the internal consistency of those prices with the Good Industry Practice. A bid, which is unrealistically lower or higher than estimate and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive financial proposal.

2.25.3 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, NRDA shall declare the Preferred Bidder as the Successful Bidder

2.26 Notifications

NRDA will notify the Successful Bidder by a Letter of Acceptance (LoA) that the Proposal has been accepted by facsimile/e-mail/ speed post

2.27 Letter of Acceptance (LoA) and Execution of Bus Operators Agreement

2.27.1 The Successful Bidder shall submit the Performance Security for an amount of Rs. 3,30,000/- (Rs. Three Lacs Thirty Thousand only) per Bus by way of an irrevocable Bank Guarantee valid for a period 90 days more than the Agreement Period issued by a scheduled Bank located in Raipur/Naya Raipur in favour of NRDA. within 30 days of the issue of LoA or within such further time as NRDA may agree to in its sole discretion and execute the Bus Operators Agreement

2.27.2 Failure of the Successful Bidder to abide by the conditions of the LoA and enter into a Bus Operators Agreement with NRDA within a period of 30 days from the date of issuance of the LoA or within such extended period, shall constitute sufficient grounds for the annulment of LoA. In such event, NRDA reserves the right to

- a) either invite the Bidder with the next best offer for negotiations.

OR

- b) take any such measure as may be deemed fit in the sole discretion of NRDA, including annulment of the bidding process and appropriation of the Performance Security, or in favour of NRDA.

3. CRITERIA FOR QUALIFICATION

A. General

3.1 Minimum Qualification

3.1.1 The Bidder should be single entity, any kind of consortium is not allowed.

3.1.2 The Bidders shall have to be eligible Bidders as referred to under Clause 2.2.

3.1.3 The Bidder shall have the following minimum experience -

- a) Bidder must have at least 3 years of experience in Operation of City Buses having a fleet size of not less than 50 buses (Standard, midi/mini buses) under a single contract with Government/Urban Local Body or an entity promoted by Government or Urban Local Body as per format appendix F.

For documentary evidence of above criteria, bidder must submit self-certified copy of RC book for ownership of buses or the letter of award and a duly certified copy of contract.

- b) The Bidder must have 5 years of experience of stage carriage for public transportation business as per format in appendix F.

For documentary evidence of above criteria, bidder must submit a duly certified copy of stage carriage permit.

3.1.4 The bidder must have average annual gross turnover of more than Rs. 2 Crores during the last three financial years (FY 2013-14, 2014-15 and 2015-16) from operation of the buses as per format appendix G. The Gross Turn Over should be supported by the audited annual financial statements of the Bidder. In case the annual accounts for the latest financial year are not audited, the Bidder shall submit an undertaking duly certified by and the statutory auditor to that effect. In such a case, the Bidder may submit the unaudited Annual Accounts (with Schedules) for the latest financial year.

3.1.5 If the bidder fails to submit the documents supporting his eligibility in terms of minimum qualification criteria, his bid shall be treated as non-responsive and his bid will not qualify for further evaluation.

4. CRITERIA FOR EVALUATION

4.1 Financial Proposal

- 4.1.1 A short list of bidders determined qualified after evaluation shall be prepared and the financial proposal (Cover-II) of the short listed bidders shall be opened on a date and time which shall be intimated to the short listed bidders.
- 4.1.2 The Financial Proposals of those bidders whose Proposals are found to be acceptable by NRDA, would be ranked in the ascending order and the Bidder proposing the lowest rate per kilometre per bus would be declared as the Preferred Bidder.
- 4.1.3 In the event that two or more Bidders quote exactly the same lowest rate per kilometre per bus then NRDA reserves the right either to,
- (a) Invite fresh Proposals from these Bidders, or
 - (b) Take any appropriate action for the implementation of the Project, including the annulment.

5. SCHEDULE OF TENDERING PROCESS

5.1 NRDA shall endeavour to adhere to the following schedule:

S. No.	Event Description	Date /Time
1	Last date for receiving queries	20th April, 2016
2	Pre-proposal Meeting	21thApril, 2016, 12:30 PM, NRDA Conference Hall
3	Last date of response of the quarries	28th April, 2016
4	Proposal Due Date	19 May, 2016 / Before 16:00 hr
5	Opening of outer Envelop and Cover-I	19 May, 2016 / Before 16:30 hr

APPENDIX A

(On the Letter Head of the Bidder)

FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING

To

Chief Executive Officer,
Naya Raipur Development Authority,
1st Floor Utility Block Capital,
Complex Sector-19,
Naya Raipur, Pin- 492002 Chhattisgarh

Sub: Operation and Maintenance of Bus Services for Naya Raipur Bus Rapid Transit System–Lite

Dear Sir

1. Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Tender document provided to us by NRDA in respect of the captioned Project/s, the undersigned hereby submits the Proposal in response to the Tender.
2. For your evaluation, we are enclosing our Proposal in one (1) original and one (1) copy with the details as per the requirements of the Tender.
3. The Cover-I and Cover-II have been sealed in two separate covers. All the sealed covers are placed in a single outer cover, clearly marked as “ORIGINAL”. Similarly, the copies of two parts of the Proposal are placed in a single larger cover, clearly marked as “COPY”. Both the original and the copy are in a single larger envelope and sealed.
4. We confirm that to the best of our knowledge and belief as on the date hereof, we have not been blacklisted/debarred by any Central/State Government (Central/State Government/ Public Sector) or are under a declaration of ineligibility for corrupt or fraudulent practices.
5. We confirm that our Proposal is valid for a period of 120 (One Hundred and Twenty) days from Proposal Due Date.

6. We also hereby agree and undertake as under:

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

.....
.....

Signature of the
Authorised Person

.....
.....

Name of the
Authorised Person

Date

APPENDIX B

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL*(On Stamp paper of relevant value)***POWER OF ATTORNEY**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms..... (name and residential address) 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 for taking up on **Operation and Maintenance of Bus Services for Naya Raipur Bus Rapid Transit System –Lite**, of the Naya Raipur Development Authority, (hereinafter referred to as NRDA), including signing and submission of all documents and providing information / responses to NRDA in all matters in connection with our Proposal for the Project;

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.

Dated this the _____ Day of _____ 2016

For _____
(Name and designation of the person(s)
Signing on behalf of the Lead Member)

Accepted

_____(Signature)
(Name, Title and Address of the Attorney)
Date:

Note:

- 1 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, as per the Companies Act, 1956.
- 2 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.
- 3 In case the Proposal is signed by an authorised Director, a certified copy of the appropriate board resolution/ document conveying such authority should be enclosed in lieu of the Power of Attorney.

APPENDIX C

(On the Letterhead of the Bidder)

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for the Project, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2016

.....
(Name of the Bidder)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

APPENDIX D

FORMAT FOR EARNEST MONEY DEPOSIT

(To be issued by a Scheduled Bank in India)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

Naya Raipur Development Authority, (hereinafter called "NRDA") having its office at 1st Floor Utility Block Capital Complex, Sector 19, Naya Raipur, 492002, Chhattisgarh, represented by its Chief Executive Officer, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

- A. M/s. _____ Ltd., a company registered under provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to bid for taking over the **Operation and Maintenance of Bus Services for Naya Raipur Bus Rapid Transit System –Lite** (hereinafter referred to as the "Project").
- B. In terms of the Tender Document dated _____ issued in respect of the Project (hereinafter referred to as "Tender Document") the Bidder is required to furnish to NRDA an unconditional and irrevocable Bank Guarantee for an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) as Earnest Money Deposit for the Project.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to NRDA an amount not exceeding Rs. 5,00,000/- (Rupees Five Lakh Only), within 5 days of receipt of a written demand from NRDA calling upon the Guarantor to pay the said amount.
- b) Any such demand made on the Guarantor by NRDA shall be conclusive and absolute as regards the forfeiture of Earnest Money Deposit and the amount due and payable by the Guarantor under this Guarantee.
- c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of NRDA is disputed by the Bidder or not.

- d) This Guarantee shall be irrevocable and remain in full force for a period of (Proposal Validity Period) from (date) _____ or for such extended period as may be mutually agreed between NRDA and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f) In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the TENDER Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement / non exercise / delayed exercise of any of its rights by NRDA against the Bidder or any indulgence shown by NRDA to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of NRDA or any indulgence by NRDA to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.
- h) The Bank Guarantee number _____, dated shall be operative at Raipur/ Naya Raipur and if invoked, be encashable at (name of bank and its branch in Raipur/ Naya Raipur and branch code).

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____ Bank

by the hand of Mr _____

its _____ and authorised official.

APPENDIX E**FORMAT FOR DETAILS OF BIDDER**

1. Detail of bidder
 - a) Registered Name
 - b) Country of incorporation
 - c) Address of the registered office, corporate headquarters, and its branch office(s), if any, in India
 - d) Date of incorporation and/or commencement of business.
 - e) PAN Number
 - f) Service Tax Registration Number
2. Nature of the Bidding Firm
 - a. A sole proprietorship
 - b. A partnership firm
 - c. A limited Company or Corporation
 - d. Limited liability partnership.
1. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s).
3. Details of individual (s) who will serve as the point of contact / communication with NRDA:
 - a. Name :
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Telephone Number :
 - f. E-Mail Address :
 - g. Fax Number :
 - h. Mobile Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - a. Name :
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Telephone Number :
 - f. E-Mail Address :
 - g. Fax Number :
 - h. Mobile Number :

APPENDIX F

FORMAT FOR EXPERIENCE OF THE BIDDER

I. Format A – Ownership of Buses

1. Total number of Buses in ownership or under operation
2. Types
 - a. Standard_____
 - b. Midi/Mini_____

Note* - Documentary evidence - copies of the RC book need to be attached duly sign by the bidder.

- II. Format B** - at least 3 years of experience in Operation of City Buses having a fleet size of not less than 50 buses (Standard, midi/mini buses) under a single contract with Government/Urban Local Body or any entity promoted by Government or Urban Local Body. For documentary evidence of above criteria, bidder must submit self-certified copy of RC book for ownership of buses or the letter of award and a duly certified copy of contract

(Separate format to be filled for each project)

- 1 **Name of the Project/Contract:**
- 2 **Location:**
- 3 **Project Details:**
 - i. Commencement date
 - ii. Type of number of vehicles of bidder under the project
 - iii. Type of permit and/or arrangement under which above vehicles are operating
 - iv. 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):**
- 7 **Number for person deployed**
- 8 **Present status**
- 9 **Contact details of the client.**
 - a) **Name of the person**
 - b) **Contact number**

III. Format C –5 years of experience for stage carriage in public transportation business.

1 Name of the Project/Contract:

2 Location:

3 Project Details:

- i. Commencement date
- ii. Type of number of vehicles of bidder under the project
- iii. Type of permit and/or arrangement under which above vehicles are operating
- iv. Revenue generated in last three years

Documentary evidence such as copies of the permits for 5 years need to be attached duly signed by the bidder and duly certified copies of the contract. Experience as a sub contractor/service provider shall not be considered for evaluation.

APPENDIX G

FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

Financial Year	2013-14	2014-15	2015-16	Average
Turnover				

- a) The Bidder shall provide self-attested copies along with certificate of its audited financial statements.
- b) The information provided shall be detailed enough to demonstrate, and allow evaluation of the Bidder's financial capability to fulfil its obligations, if selected as Successful Bidder, if required.
- c) List of bankers along with name and addresses from whom the references can be obtained. Listing of bankers shall be deemed as authorisation by the Bidders for NRDA to request such references and for bankers to release them to NRDA.

APPENDIX H

(On the letterhead of the Bidder)
FORMAT FOR FINANCIAL PROPOSAL

To

Chief Executive Officer,
 Naya Raipur Development Authority,
 1st Floor Utility Block Capital,
 Complex Sector-19,
 Naya Raipur, Pin- 492002 Chhattisgarh

Sub: Financial Proposal for Operation and Maintenance of Bus Services for Naya Raipur Bus Rapid Transit System –Lite

Being duly authorised to represent and act on behalf_____and having reviewed and fully understood all requirements of bid submission provided in the TENDER document and subsequent clarifications provided in relation to the Project, I/we hereby provide our Financial Proposal.

I have read the entire Tender Document under reference including the Draft Bus Operators Agreement 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 on routes as directed by NRDA from time to time in accordance with the terms and conditions as provided in the above mentioned document/s for Rs._____/ - (in words: Rupees_____) **per Kilometre per Bus.**

The breakup of the rate is as follows:

Sl.No	Item	Cost per kilometre per bus (in figure)	Cost per kilometre per bus (in words)
1.	Driver, Office staff& others		
2.	Fuel & Lubricants		
3.	Tyres, Tubes & Batteries		
4.	Repair & Maintenance		
5.	Interest		
6.	Cost for Maintenance of Depot		
7.	Cost of Supply & Maintenance of Furniture & Furnishing for the Depot		
8.	Other cost (including return on investment, insurance and etc pl. specify)		
8.	Taxes (pl. specify)		
	Total		

I understand that the Rate per Km per Bus quoted above shall only be considered for evaluation and payments will be made as per method given in the agreement.

I understand that conditional financial proposal will not be acceptable.

Note: Applicable service tax will be considered and payable over the above price per km will not be part of financial evaluation.*

Name of Bidder:

Signature of Authorised Signatory

Name of Authorised Signatory

Date:

ANNEXURE I

Indicative Routes for BRT operations

The details of the routes for bus service are as follows:

Bus Route	Corridor Length (km)			Origin – Destination
	Corridor 1 (25 Km)	Raipur City Limit	9.4 Km	Mixed
NH 53 Limit		2.4 Km	Mixed	
Naya Raipur Limit		12.9 Km	Median side dedicated lane	
Corridor 3 (17.8 Km)	Naya Raipur Limit	17.8 Km	Median side dedicated lane	Within Naya Raipur

