

Operation and Maintenance of Bus Service on Specified Routes on Bus Rapid Transit System (BRTS) in Naya Raipur, Chhattisgarh

RFP Document

Part - 1

**Government of Chhattisgarh
Naya Raipur Mass Transport limited**

Disclaimer

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Naya Raipur Mass Transport Limited (the “**Naya Raipur Mass Transport Limited**” or “**NRMTL**”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by NRMTL to the prospective Bidders or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to the RFP (the “**Financial Proposal**”). The RFP includes statements, which reflect various assumptions and assessments arrived at by NRMTL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP may not be appropriate for all persons, and it is not possible for NRMTL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the Bidding 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 RFP and obtain independent advice from appropriate sources.

Information provided in the RFP 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. NRMTL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NRMTL, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way for participation in this Bid Stage.

NRMTL 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 RFP.

NRMTL 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 RFP.

The issue of the RFP does not imply that NRMTL is bound to select a Bidder or to appoint the Selected

Bidder or Operator, as the case may be, for the Project and NRMTL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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 NRMTL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NRMTL 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.

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- Part II Draft Bus Operators Agreement

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1. INTRODUCTION

1.1 Background

1.1.1 The Naya Raipur Mass Transport Limited (the “Authority”) established to act as a Special Purpose Vehicle Company to carry out the objectives of building, constructing and developing public transport system to fulfil the needs of the general public by plying city buses, motor lorries, taxis, coaches, trams, railway coaches and conveyance of all kinds on such routes and line as permissible under law of the land as amended from time to time. As part of this endeavour, with an 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, NRMTL proposes to develop the Bus Rapid Transit System (herein after referred to as “BRTS”) with private sector participation. In pursuance thereof, NRMTL invites detailed proposals in accordance with the terms of this RFP from the interested parties (hereinafter referred to as ‘Proposal’) for operating and maintaining the aforesaid Bus Rapid Transit System for a period of 4 years on Operation, Maintenance and Transfer (the “OMT”) basis (hereinafter referred to as the “Project”). The Authority has decided to carry out the bidding process for selection of an Operator as the Bidder to whom the Project may be awarded.

1.1.2 The Successful Bidder (the “Operator”) would need to operate and maintain the 30 AC buses at the routes designated by NRMTL, (the details as to the routes is set out in Appendix I) as per the provisions of draft Bus Operators Agreement (herein after referred to as “Bus Operators Agreement”) provided as Part II of this RFP Document. However, if the fleet requirement for the service plan is found more, extra 10 buses could be provided of same configuration to the operator. A brief scope of work is set out in Annexure II. NRMTL is in the process of developing three BRTS corridors (herein after referred to as “Corridors”) covering 40 Km in total with exclusive right of way (“ROW”) , with a possibility of mixed route extension. On these three corridors the following routes (“BRT Routes”) are proposed:

Bus Route	Corridor Length (km)			Origin – Destination
	Origin	Length	Configuration	
Corridor 1 (25 Km)	Raipur City Limit	9.4 Km	Mixed	Origin: Raiway Station Destination: Capitol Complex
	NH 6 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

To facilitate BRT operations, depot and workshops are provided by NRMTL to park and service the vehicles when not in use. The depots provide short and long term parking spaces, maintenance, workshop facilities (civil infrastructure).

1.1.3 Terms used in this RFP document which have not been defined herein, shall have the meaning ascribed thereto in the draft Bus Operators Agreement.

2. BIDDING PROCESS

A. General

2.1 Scope of Proposal

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

2.2 Eligible Bidders

- 2.2.1 The Bidders eligible for participating in the bidding process shall be any one of the following two categories:

Category 1: The Bidder shall be a single entity. However, no Bidder applying individually can be a member of another Bidder.

Category 2: The Bidder eligibility for the participating in the bid process must be a legal entity. Legal entity can be an individual, a partnership firm or Indian Company incorporated under the provisions of Indian Companies Acts, 1956 or any other relevant act.

- 2.2.2 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.
- 2.2.3 Any entity which has been barred by NRMTL or Government of Chhattisgarh (GoC), any other State Government in India (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.

2.3 Number of Proposals

Each Applicant shall submit only one (1) Proposal, in response to this RFP. Any Bidder, who

submits more than one Proposal, will be disqualified.

Blank RFP could be purchased from the office of Chief Operating Office, NRMTL on all working days during office hours on the payment of Rs 10000/- (cost of RFP) in cash or in form of Demand Draft payable in favour of Chief Operating Officer, Naya Raipur Mass Transport Limited, payable at Raipur.

The RFP document could also be download from the web site nayaripur.gov.in. However while submitting the RFP the cost of the RFP document amounting to Rs 10000/- shall also be submitted in the form of Demand Draft as prescribe above. The Demand Draft as detailed above shall be submitted in cover 1 along with the EMD. In case of the RFP document is purchased from this office, the copy of the receipt shall be submitted along with EMD in cover 1.

In case of downloaded RFP document, the bidder who do not submit the cost of the RFP document, their bid shall be liable to be rejected.

2.4 Proposal Preparation Cost

1. A sole proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years or registration under the shops and Establishment Act as proof of identity.
2. 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.
3. A company should furnish certificate of incorporation and memorandum of association as proof of identity.

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 bidding process. NRMTL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.5 Project Inspections

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

- a) made a complete and careful examination of terms & conditions / requirements, and other information set forth in this RFP document;
- b) received all such relevant information as it has requested from NRMTL; 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 NRMTL for the Project; and
- vi. all other matters that might affect the Bidder's performance under the terms of this RFP document.

2.5.2 NRMTL 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 RFP, NRMTL 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 NRMTL 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 NRMTL 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 NRMTL 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 NRMTL, including annulment of the bidding process.

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

B. Documents

2.7 Contents of RFP

The RFP 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
Part II	Bus Operator Agreement

2.8 Amendment of RFP

- 2.8.1 At any time prior to the Proposal Due Date, NRMTL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.
- 2.8.2 Modification/Amendment/Corrigendum, if any, to the RFP document, shall not be advertised in the newspapers but shall be posted in the website only.
- 2.8.3 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NRMTL may, at its own discretion, extend the Proposal Due Date.

2.9 Clarifications

A prospective Bidder requiring any clarification on the RFP document may notify NRMTL in writing by fax / registered post / courier to the following:

Attn. of Chief Operating Officer
 Address Naya Raipur Mass Transport Limited
 1st Floor Utility Block Capital
 Complex Sector-19,
 Naya Raipur,
 Chhattisgarh
 Ph. No _____
 Fax _____

The Bidders should send in their queries latest by the **Last date of receiving queries** mentioned in Section 5, Schedule of Bidding Process. NRMTL would endeavour to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be sent by fax / post. NRMTL will forward its responses, at its sole discretion, to all purchasers of the RFP document and intimated the same to NRMTL, along with their contact details, which would include a description of the enquiry and the response of NRMTL without identifying the source

of the enquiry. The responses would also be posted on web site.

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). NRMTL 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 would need to be accompanied by an Earnest Money Deposit for an amount of Rs. 50,00,00/- (Rupees Five lakh Only) (“Earnest Money Deposit”). The Earnest Money Deposit shall be kept valid throughout the Proposal Validity Period and would need to be extended if so required by NRMTL for any extension in Proposal Validity period.

2.11.2 The Earnest Money Deposit shall be in the form of a Bank Guarantee in favour of Chief Operating Officer, Naya Raipur Mass Transport Limited issued by any scheduled bank in India, payable at Raipur 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 eight (8) 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 The Earnest Money Deposit shall be forfeited in the following cases:

- a) If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.18.
- b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- c) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- 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"). NRMTL 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, NRMTL may request Bidders to extend the Proposal Validity Period for a specified additional period.

2.13.2 Prior to expiry of the Proposal Validity Period, NRMTL may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder agreeing to the request will not be allowed to modify its Proposal, except as provided under Clause 2.18 but would be required to extend the validity of its Earnest Money Deposit for the period of extension.

2.13.3 The Successful Bidder shall, where required, extend the Proposal Validity Period till the date of execution of the Bus Operators Agreement.

2.14 Format and Signing of Proposal

2.14.1 Bidders would provide all the information as per this RFP and in the specified format. NRMTL would 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 the 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 copies of two parts of the Proposal shall be sealed in separate envelopes and

placed in a single larger cover, clearly marking the envelope as “COPY”.

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 on Specified Routes on Bus Rapid Transit System in Raipur, Chhattisgarh” “Name of the Bidder”

and shall contain:

Cover I

- 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 Bank Guarantee as per the format enclosed as Appendix
- 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 RFP document in favour of Chief Operating Officer , Naya Raipur Mass Transport Limited (in case the same has been downloaded from NRDA web site). In case the document is purchased from NRMTL, a photocopy of the receipt of the payment is to be enclosed.

Cover II

- 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 Rate per Kilometre, for operation of buses on BRT Route sought from NRMTL.

2.15.5 The envelopes shall be addressed to:

Attn. of Chief Operating Officer
Naya Raipur Mass Transport
Address Limited
1st Floor Utility Block Capital
Complex Sector-19,
Naya Raipur,
Chhattisgarh
Ph. No _____
Fax _____

2.15.6 If the envelopes are not sealed and marked as instructed above, NRMTL 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 NRMTL, be rejected.

2.16 Proposal Due Date

2.16.1 Proposals should be submitted before 17:00 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 RFP. Proposals submitted by either facsimile transmission or telex will not be acceptable.

2.16.2 NRMTL may, in exceptional circumstances, and at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.17 Late Proposals

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

2.18 Modifications/ Substitution/ Withdrawal of Proposals

2.18.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by NRMTL by the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.

2.18.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14 and 2.15, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.18.3 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 in accordance with Clause 2.11 of this document.

2.19 Pre-Proposal Meeting(s)

2.19.1 To clarify and discuss issues with respect to the Project and the RFP, NRMTL may hold Pre-Proposal meeting(s).

2.19.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries, if any, on the Project requirements and/or the Bus Operators Agreement. Bidders must formulate their queries and forward the same to NRMTL as per RFP Time Schedule prior to the meeting.

NRMTL may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP.

- 2.19.3 NRMTL will endeavour to hold the Pre-Proposal meeting(s) as per RFP Time Schedule. The details of the meeting will be separately communicated to the Bidders.
- 2.19.4 Attendance of the Bidders at the Pre-Proposal meeting(s) is not mandatory. However, subsequent to the meeting, NRMTL may not respond to queries from any Bidder.
- 2.19.5 All correspondence / enquiries should be submitted to the following in writing by fax/ registered post / courier:

Attn. of Chief Operating Officer
Naya Raipur Mass Transport
Address Limited
1st Floor Utility Block Capital
Complex Sector-19,
Naya Raipur,
Chhattisgarh
Ph. No _____
Fax _____

- 2.19.6 No interpretation, revision, or other communication from NRMTL regarding this solicitation is valid unless it is in writing and is signed by an officer not below the rank of Chief Operating Officer, NRMTL. NRMTL may choose to send to all Bidders, written copies of NRMTL's responses, including a description of the enquiry, but without identifying its source, to all the Bidders.

D. Evaluation of Proposal

2.20 Proposal Opening

- 2.20.1 NRMTL would open the Proposals on any working day within 90 days of the Proposal Due Date for the purpose of evaluation. The Bidders would be requested to be present for the opening of Proposals
- 2.20.2 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.
- 2.20.3 NRMTL would subsequently examine and evaluate Proposals in accordance with the criteria set out in Section 3 and 4.

2.20.4 NRMTL 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

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. NRMTL 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. NRMTL 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, NRMTL will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal:

- a) is received before 17:00 Hrs (IST) on the Proposal Due Date including any extension thereof pursuant to Clause 2.16.2;
- b) is signed, sealed and marked as stipulated in Clause 2.15;
- c) contains the information and documents as requested in the RFP;
- d) contains information in formats specified in the RFP;
- e) is accompanied by the Earnest Money Deposit as requested in Clause 2.11;
- f) mentions the validity period as set out in Clause 2.12;
- g) it provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by NRMTL without communication with the Bidder). NRMTL reserves the right to determine whether the information has been provided in reasonable detail;
- h) there are no inconsistencies between the Proposal and the supporting documents;

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

2.23 Clarifications

To assist in the process of evaluation of Proposals, NRMTL 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 or by facsimile. 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, NRMTL 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 in more detail in Section 3 and 4.

- a) Stage I: The Proposals would be checked for responsiveness to the RFP.
- b) Stage II: Such Bidders whose Proposals have been found to be responsive would need to satisfy the qualification criteria as per Section 3.
- c) Stage III: Financial Proposals of only those Bidders whose Proposals meet the requirements of the qualification criteria would be considered for evaluation.

The Bidder seeking the lowest Rate per Kilometer, for operation of buses on BRT Route, from NRMTL would be declared as the Preferred Bidder.

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

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

2.26 Notifications

NRMTL will notify the Successful Bidder by facsimile and by a Letter of Acceptance (LoA) that the Proposal has been accepted.

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

2.27.1 Within four (4) weeks from the date of issue of the LoA, the Successful Bidder shall

acknowledge the LoA.

2.27.2 The Successful Bidder shall execute the Bus Operators Agreement and submit the Performance Security within six (6) weeks of the issue of LoA or within such further time as NRMTL may agree to in its sole discretion.

2.27.4 Failure of the Successful Bidder to abide by the conditions of the LoA and enter into a Bus Operators Agreement with NRMTL within a period of six weeks from the date of issuance of the LoA would constitute sufficient grounds for the annulment of LoA. In such event, NRMTL 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 NRMTL, including annulment of the bidding process and appropriation of the Performance Security.

NRMTL will promptly notify other Bidders that their Proposals have been unsuccessful and their Earnest Money Deposit will be returned as promptly, as possible, and in any case not later than eight (8) weeks from the date of announcement of the Successful Bidder.

2.28 Performance Security

2.28.1 At the time of execution of Bus Operators Agreement, the Successful Bidder shall furnish Performance Security for an amount of Rs 10000000/- (Rupees 1 crore only) by way of a revolving irrevocable Bank Guarantee issued by a Scheduled Bank located in Raipur in favour of NRMTL, as required under the draft Bus Operators Agreement. The Performance Security provided by the Successful Bidder upon execution of the Bus Operators Agreement shall be valid through the Agreement Period.

3. CRITERIA FOR QUALIFICATION

A. General

3.1 Evaluation Parameters

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

3.2 Evaluation Parameters

3.2.1 The Bidder's competence, capability and eligibility are proposed to be established by the following parameters:

- a) Experience
- b) Financial capability in terms of
 - i. Average Turnover
 - ii. Net worth

3.2.2 On each of these parameters, the Bidder would be required to meet the qualification criteria as detailed in this Section.

B. Experience

3.3 Qualification Criterion for Experience

3.3.1 The Bidder shall satisfy the following criteria to qualify for further evaluation:

- a) Bidder must have Experience in ownership or operation agreement with government/Private Sector of the at least 100 buses (Standard, midi/mini buses).

For documentary evidence of above criteria, bidder must self-certified copy of RC book for the case of ownership or the letter of award and a copy of operation Agreement with government or private undertakings.

- b) The bidder must have 10 years experience of stage carriage for passenger public transportation business.

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

- c) The bidder must have average annual gross turnover of more than Rs. 2 Crores during the last three financial years form operation of the buses and Transportation Activity

and net worth of more than Rs. 1 Crores, as on the last day of financial year 2014-2015.

For the documentary evidence of the above criteria bidders shall not be considered for evaluation.

3.4 Details of Experience

3.4.1 The Bidder should furnish the details of eligible experience as on the date of submission of RFP.

3.4.2 The Bidder should furnish adequate evidence to support its claim as per Appendix G.

3.5 Financial Capability

3.5.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

- a. Net worth for the last completed financial year.
- b. Average annual turnover for the last three completed financial years.

The Bidder shall be required to meet all the above criteria, to qualify on the Financial Capability Criteria.

3.5.2 The Bidders shall provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

3.5.3 The Proposal must be accompanied by the audited annual financial statements of the Bidder for the last three (3) financial years.

3.5.4 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for three years preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

3.5.5 For the purpose of Qualification, a Bidder shall be required to demonstrate the Threshold Financial Capability measured on the criteria as listed below. The Bidder shall satisfy the following criteria:

- a) Net worth for the last financial year shall be at least Rupees One Crores.
- b) Minimum average annual turnover for the last three financial years shall be at least Rupees Two Crores.

For the purposes of analysis only figures from the latest three audited annual financial statements would be considered.

4. CRITERIA FOR EVALUATION

4.1 Evaluation Parameters

4.1.1 Financial Proposals of Bidders whose Proposals qualify, as per the qualification criteria would be taken up for further evaluation.

4.2.1 The Financial proposal comprises the following component payable by NRMTL:

Payment: Payment shall be payable by NRMTL as per the Financial Proposal set out in Appendix H (Format for Financial Proposal).

4.1.3 The Financial Proposals of those bidders whose Proposals are found to be acceptable by NRMTL, would be ranked in the ascending order and the Bidder seeking the lowest payment would be declared as the Preferred Bidder

4.1.4 In the event that two or more Bidders quote exactly the same lowest payment, then NRMTL 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 BIDDING PROCESS

5.1 NRMTL would endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1	Last date for receiving queries	14 th August, 2015
2	Pre-proposal Meeting	14 th August, 2015
3	Proposal Due Date	12 September, 2015

APPENDIX A

FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING

To
Chief Operator Officer,
Naya Raipur Mass Transport Limited,
1st Floor Utility Block Capital,
Complex Sector-19,
Naya Raipur, Chhattisgarh

Dear Sir:

Ref : Operation and Maintenance of Bus Service on Specified Routes on Bus Rapid Transit System in Raipur, Chhattisgarh

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 Request for Proposal (RFP) document provided to us by NRMTL in respect of the captioned Project/s, the undersigned hereby submits the Proposal/s in response to the RFP.

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 RFP.

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.

We confirm that our Proposal is valid for a period of 120 (One Hundred and Twenty) days from Proposal Due Date.

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 RFP document provided to us.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

Note: On the Letterhead of the Bidder

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 Service on Specified Routes on Bus Rapid Transit System in Raipur, Chhattisgarh**, of the Naya Raipur Mass transport Limited, (hereinafter referred to as NRMTL), including signing and submission of all documents and providing information / responses to NRMTL 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 _____ 2015
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 may be enclosed in lieu of the Power of Attorney.

APPENDIX C

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, 2015

.....
(Name of the Bidder)

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

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

Note:

1. On the Letterhead of the Bidder

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 Mass Transport Limited, (hereinafter called "NRMTL") having its office at 1st Floor Utility Block Capital, Complex Sector 19, Naya Raipur, 492002, Chhattisgarh, 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 Service on Specified Routes on Bus Rapid Transit System in Raipur, Chhattisgarh** (hereinafter referred to as the "Project").
- B. In terms of **Clause 2.11** of the Request for Proposal Document dated _____ issued in respect of the Project (hereinafter referred to as "RFP Document") the Bidder is required to furnish to NRMTL an unconditional and irrevocable Bank Guarantee for an amount of Rs. 50,00,000/- (Rupees Fifty 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 NRMTL an amount not exceeding Rs.500000/- (Rupees Five Lakh Only), within 5 days of receipt of a written demand from NRMTL calling upon the Guarantor to pay the said amount.
- b) Any such demand made on the Guarantor by NRMTL 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 NRMTL 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 NRMTL 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, NRMTL 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 RFP 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 NRMTL against the Bidder or any indulgence shown by NRMTL 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 NRMTL or any indulgence by NRMTL 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 _____.

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) 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.
2. 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 NRMTL:
 - 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

Name of the 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):**

APPENDIX G

FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

Sl.No.	Parameters			
		2014-13	2013-12	2012-11
1.	Turnover			
2.	Total Assets			
3.	Current Assets			
4.	Total Liabilities			
5.	Current Liabilities			
6.	Profit before Tax			
7.	Profit after Tax			
8.	Net Worth*			

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

- a) The Bidder shall provide self-attested copies along with affidavit of its audited financial statements/income Tax returns and other financial data for the immediately preceding three years. The statement shall include, but not limited to, for immediately preceding three years:
 - i. Audited financial accounts including balance sheet, profit and loss accounts statements
 - ii. Additional information supporting evaluation of the company's financial and legal status, if required.
- b) The information provided shall be detailed enough to demonstrate, and allow evaluation of the Bidder's financial capability to 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 NRMTL to request such references and for bankers to release them to NRMTL.

APPENDIX H

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

To,
Chief Operating Officer,
Naya Raipur Mass Transport Limited

Sub: Engagement of Operators for Operation and Maintenance of Bus Service on Specified Routes on Bus Rapid Transit System (BRTS) in Raipur, in Chhattisgarh

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

I have read the entire RFP dated _____, bearing number _____, including the Bus Operators Agreement etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I undertake to operate and maintain the Buses on BRT Routes or any other route as directed by NRMTL in accordance with the terms and conditions as provided in the above mentioned document/s for Rs. _____/- per Kilometer. The breakup of the cost is as follows:

Sl.No.	Item	Cost/kilometre (figure)	Cost/kilometre (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		
6.	Depreciation.		
7.	Other cost (including return on investment, insurance and etc pl. specify)		
8.	Taxes (pl. specify)		

Note: Prevailing 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:

Note: Conditional Financial Proposals will not be acceptable.

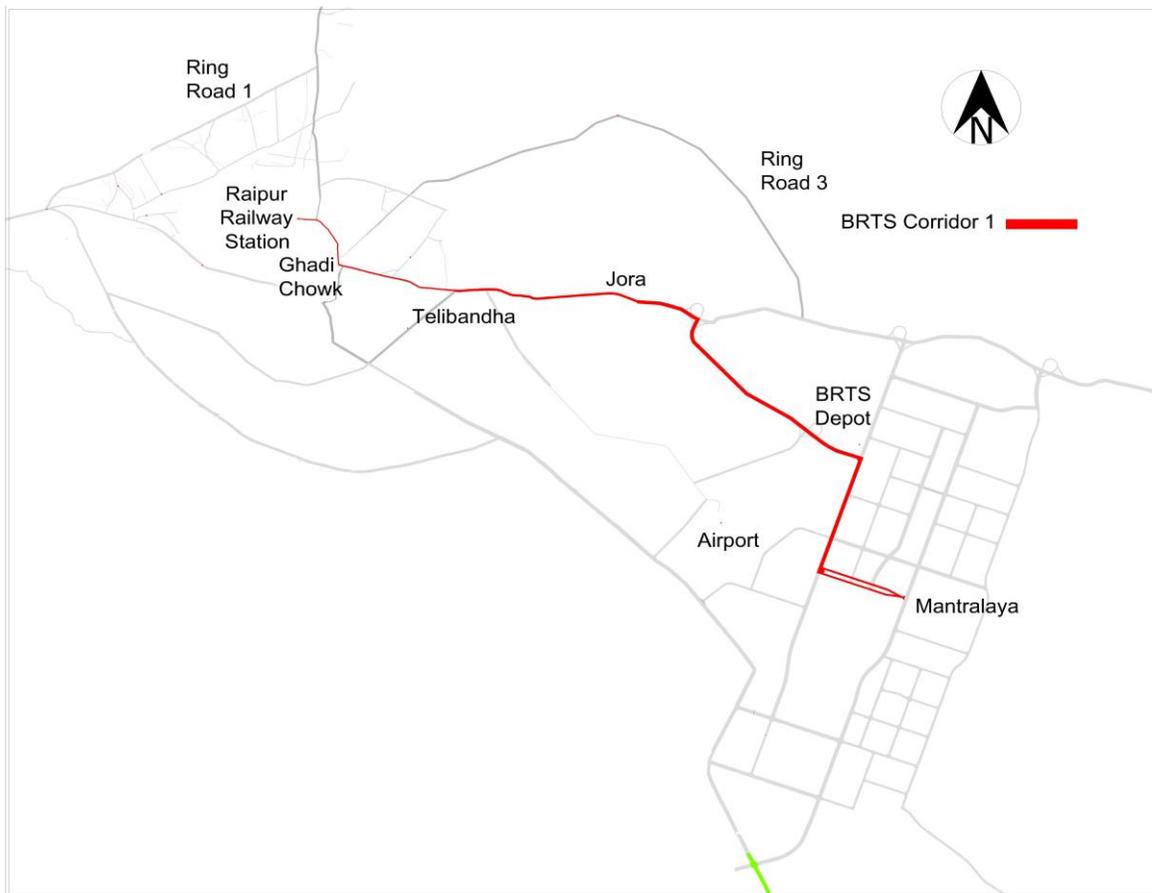
ANNEXURE I

Details of identified Routes for BRT operations

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

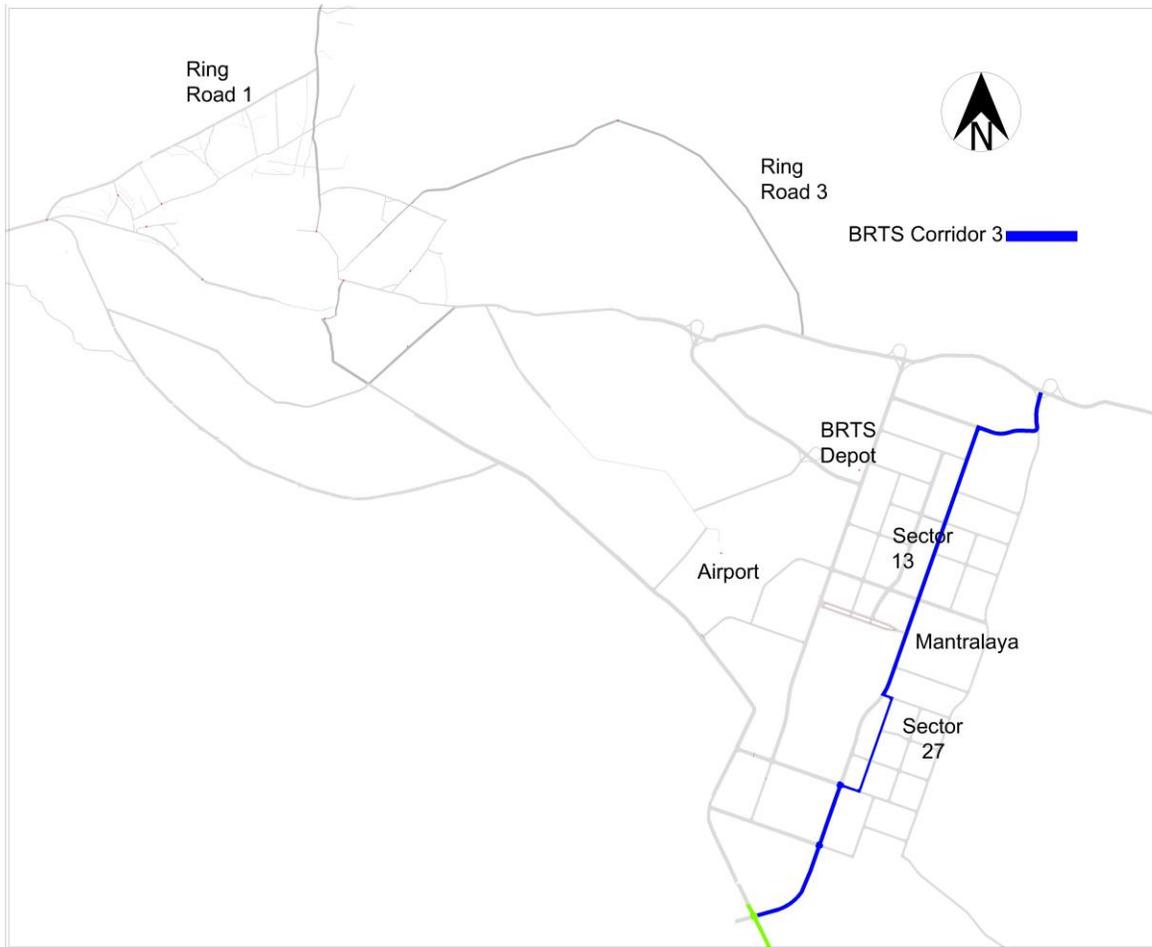
Bus Route No.1–Corridor I

Bus Route	Corridor Length (km)			Origin - Destination
Corridor 1 (25 Km)	Raipur City Limit	9.4 Km	Mixed	Origin: Railway Station Destination: Capitol Complex
	NH 6 Limit	2.4 Km	Mixed	
	Naya Raipur Limit	12.9 Km	Median side dedicated lane	



Bus Route No.3 – Corridor III

Bus Route	Corridor Length (km)			Origin - Destination
	Corridor 3 (17.8 Km)	Naya Raipur Limit	17.8 Km	



ANNEXURE II

Scope of Work

1. The Operator shall operate the Buses on the BRTS Routes in accordance with the stipulated service standards set forth in the Bus Operators Agreement or that may subsequently be provided to the Bidder(s) in documentary form by or on behalf of NRMTL.
2. The Operator shall not collect fare from the commuters. The collection of fares shall be undertaken vide a separate contract by NRMTL and the Operators shall be required to co-operate with NRMTL to ensure collection of fares. The Operators are not required to collect fares themselves, nor will they receive the fare revenue directly.
3. All operating and maintenance cost, registration, road tax, insurance, PUC and other, cost required for operating the services will be borne by the bus Operator.
4. The Operator shall ensure that vehicles are plied by authorized drivers holding heavy Commercial Vehicle Driving License for at least 5 years and other conditions laid down by State Transport Authority/MV Act/ AICTSL/ Traffic Police.
5. The driver shall be required to wear the uniform as approved by NRMTL with the PSV badge displayed on the left side of his chest. NRMTL logo, NRMTL route map will have to be displayed on the vehicle along with route descriptions.
6. The driver and conductor deployed shall bear high moral character and shall be courteous and polite to the commuters.
7. All drivers and conductors shall be required to undergo regular training and/or refresher courses as prescribed by NRMTL. The cost and expenses in respect of such refresher courses for drivers shall be to the account of and be borne by the Operator.
8. The Operator shall exercise such supervision as is necessary to ensure that the vehicle is operated in conformity with the Motor Vehicles Act/Rules with due regard for the comfort, convenience and safety of passengers carried and shall not use or cause or allow to use the vehicle in the commission of an offence under the Indian Penal Code on local or special laws or any statutory control order. The vehicle shall be kept neat and clean at all times during the operation. In case of non-compliance of the same by the operator, a fine shall be imposed on the operator as per the provisions of the Bus Operators Agreement.
9. The Operator shall ensure that the vehicle stops to pick up and allow the passengers to get off at the nominated Bus Stop.
10. First Aid Box shall be provided in the vehicle and operator shall be maintained and kept up to date.

11. All statutory obligations under labour laws and any enactments for benefit of employees of the Operator shall be scrupulously observed by the Operator. The Operator shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Motor Vehicle Act, Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF and MP Act, ESI and various other acts as applicable from time to time with regard to the labour/personnel engaged by the Operator.
12. Routes once granted shall be subject to change at any time during the term of the Contract with mutual consent.
13. The staff employed by the Operator shall not be construed to be the employees of NRMTL and as such shall have no rights and or claims against NRMTL and NRMTL shall not be liable for any acts or omissions on the part of the staff/employee of the Operator.
14. To arrange for regular preventive maintenance and break down repairs etc. through an annual maintenance contract with the bus manufacturer or his authorized dealers or through other well equipped workshops at his own cost.
15. The Operator must deliver to NRMTL every six month, on February 1st and July 31st each year, and during the term of this contract, a certification issued by the supplier or his dealers authorized and accredited by NRMTL. The certification for each vehicle must include the following:
 - a. that the maintenance procedures recommended by the suppliers have been carried out, on the conditions and with the regularity recommended, indicating date, number of kilometers, work done, spare parts used and cost, according to the formats prescribed by NRMTL, duly completed and in magnetic and printed form.
 - b. That the quality of the maintenance work done is adequate in terms of the needs of the vehicle for its optimum operation in conditions of consistency and safety for users.
 - c. The Operator will permanently guarantee the sound mechanical condition of the vehicles which comprise its fleet. For this reason, the preventive and corrective maintenance must meet minimum standards of frequency and qualification of procedures regarding the technology of the vehicles which comprise the fleet, which in any case, may be monitored and supervised by NRMTL. For this purpose, the Operator is obliged to make available to NRMTL or its assignee, the vehicles in order to make the technical checks to ensure that they are in good condition as and when required.
16. In addition to above, NRMTL will conduct frequent checks for compliance of the maintenance & roadworthiness of each contracted bus. This evaluation may be done by the NRMTL or/and its authorized representative-

***NRMTL, at its own discretion can change the schedule of such routine checks**

17. After evaluation of the buses, NRMTL will issue a status report and instructions for the

maintenance of the each bus and direct operator to take necessary action on these instructions.

18. Operator will have to resolve the various instructions issued by NRMTL within 15 days (start from date of issue of the letter to the Operator). Any increase in the number of days for such maintenance activity will be at the discretion of NRMTL.
19. In case of non-rectification of such instructions within stipulated time to resolve, any subsequent repetition NRMTL may rectify such maintenance activities at its own cost which will have to be reimbursed by the Operator without any dispute. In case of non-payment of such expenses, proper action will be taken under the termination clause.
20. All cost / penalties if any imposed for committing traffic offences shall be borne by the Operators.
21. To keep the Buses road-worthy in accordance with the provisions of the Motor Vehicles Rules and other applicable regulations and carryout necessary repairs at his cost and expenses. The record of all preventive maintenance activities shall be kept in the bus maintenance log book and duly authenticated by the person in charge of carrying out bus maintenance. The log books shall be produced for inspection by officials of NRMTL as and when demanded.
22. To ensure the Insurance of the Buses is kept alive covering third party risk during the entire terms of the Bus Operators Agreement.
23. To produce the Buses for inspection by NRMTL officials at the time of engagement and also subsequently as and when required by NRMTL.
24. In the event of vehicle getting damaged beyond repair, to arrange for replacement of vehicle.
25. To display the photographs of the authorized drivers with particulars/antecedents duly verified from the police, inside the vehicle.
26. To ensure the proper speed limits for different routes as may be notified by the competent authority.
27. To ensure compliance with the scheduled operation as prescribed by NRMTL from time to time.
28. To ensure that the drivers and other personnel engaged by the Operator do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters. The drivers and other personnel engaged by the operator are required to be police verified.
29. To abide by all statutory provisions including those made under various labour enactments.
30. NRMTL shall not be liable for any criminal and/or civil liability arising out of any accident or

any action of sort and Operator shall be responsible for defending the driver in a criminal and /or civil court in respect of any criminal/civil liability arising out of any action of tort on the part of driver. The operator will indemnify NRMTL against any such act. Proper records shall be maintained by operator and yearly certificate submitted to NRMTL.

31. To meet all stipulations of inspection schedule by State Transport Authority from time to time.
32. Payment for Comprehensive **Insurance Policy** will be made by the Operator based on the terms & conditions decided by NRMTL, where all risk of vehicles, passengers, drivers & conductors will be covered. Any claim related to bus operation of any kind shall be covered in the Comprehensive Insurance MACT Policy, even if the operation is planned and supervised by any agency other than the Operator.
33. To submit, information, data, returns, reports, certificates etc as per the requirements of NRMTL, from time to time at the defined place and within the stipulated time in relation to provisioning and operation of buses.
34. To allow adequate supervision of the execution of the Bus Operators Agreement by NRMTL or by the auditors, inspectors and supervisors appointed by NRMTL allowing full and unrestricted access to any installation, equipment, buses and information by personnel authorized by NRMTL.
35. To maintain adequate conditions of cleanliness and security of the buses.

The bus operator shall also ensure that

1. There is no discoloration, alteration of the bus colour scheme, logo, peeling off of paint, non-painting of any repaired work inside and outside the bus. In order to avoid discoloration etc., he will have to paint the bus (inside & outside) at least once in two years.
2. There is no fixing of any additional lights, gadgets, guards, fixtures, etc on the exterior of the bus without prior approval of NRMTL.
3. There is no alternation, missing/defective/damaged/otherwise inoperative part or sub system of bus inside as well as outside related to the passenger safety.
4. There is no alternation, missing/defective/damaged/otherwise inoperative part or sub system of bus inside as well as outside related to the passenger comfort.
5. All passenger information system, devises, gadgets are in perfect functional condition.
6. The visits by NRMTL authorised representative to the bus parking/holding/workshop areas for inspection of buses/ premises are conducted without any hindrance and the Operator provides all the supports for such visits.

7. Buses are not transferred to any other person/owner/ agency without written permission of NRMTL; and benami operations are not performed.
8. The constitution/provision of the entity providing buses/ services as agreed are not amended without express and written permission of NRMTL.
9. The Operator shall follow the Schedule of preventive maintenance, services and major overhauls according to the number of kilometers travelled and internal regulations which enable an evaluation to be made of the need of a corrective maintenance on the basis of information supplied by the driver.