

Tender for Selection of Fare Collection Agency for Naya Raipur Bus Rapid Transit System (BRTS) Lite Bus Services

Tender Document Part – I



Naya Raipur Development Authority

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- available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this Tender document.
- E. This Tender document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information in relation to which it is being issued.
- F. The information and statements made in this Tender document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements and information contained in this Tender document is expressly disclaimed.
- G. Information provided in this 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 an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NRDA, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.
- H. NRDA, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document. Any change to the Tender document will be notified by posting the same in the official website www.nayaraipur.gov.in only and it will not be published in Newspapers.
- I. No part of this Tender document and no part of any subsequent correspondence by NRDA, their employees and advisors shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having NRDA to enter into and approve such agreements.
- J. The issue of this Tender document does not imply that NRDA is bound to select a Bidder. NRDA, reserves the right to reject all or any of the Proposal

submitted in response to this Tender document at any stage without assigning any reasons whatsoever.

- K. The Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this Tender document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain solely with the Bidder. NRDA, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation for submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. NRDA, may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against NRDA, their employees and advisors.

Schedule of Bidding Process

Schedule of Bidding Process is set out in table below -

Activity Description	Date
Date of Issue of Notice Inviting Tender	22/04/2016
Date of Pre-Tender Meeting (to be held at 12.30 pm in the office of NRDA at Utility Block, Capital Complex, Sector-19, Naya Raipur)	12-05-2016
Last date for receiving queries	11/05/2016
The NRDA's response to queries latest by	17/05/2016
Proposal Due Date	07/06/2016
Opening of Qualification Proposal	07/06/2016

1 INTRODUCTION

1.1 Background

- 1.1.1 Naya Raipur Development Authority (the “NRDA” or “Authority”) is implementing Bus Rapid Transit System – Lite (BRTS-LITE) under GEF-UNDP-World Bank assisted Sustainable Urban Transport Project, of Ministry of Urban Development (MoUD), Government of India.
- 1.1.2 The objective of the project is to provide better public transport facilities between Raipur-Naya Raipur and within Naya Raipur by Bus Rapid Transit System – Lite (herein after referred to as “BRTS-LITE”). In pursuance thereof, NRDA invites Tenders in accordance with the terms of this Tender document from the interested and eligible parties (hereinafter referred to as “Tender” or ‘Proposal’) for operation of fare collection system, security and housekeeping of Bus shelters, Pick-up-Points for Bus Rapid Transit System – Lite for a period of 4 years on Operation and Transfer (the “O&T”) basis (hereinafter referred to as the “Project”). However, if the performance of the agency is found satisfactory in the opinion of NRDA, the contract may be extended up to a maximum of 3 years on such terms and condition as parties may agree at such time.
- 1.1.3 The draft Services Agreement sets out the detailed terms and conditions, including the scope of the services and obligations (“**Service Agreement**”). The Service Agreement shall be executed between NRDA and the Successful Bidder.
- 1.1.4 The scope of the services is given in schedule 1 of the draft Service Agreement (**Part-II of the Tender Document**)

1.2 Brief Description of Tender Process

- 1.2.1 The Tender Documents include the Part-I (Instructions to the bidders) and Part-II (Draft Service Agreement (collectively the “**Tender Documents**”) for the Project.
- 1.2.2 The Tender Documents may be downloaded from the website www.nayaraipur.gov.in. The tender must be submitted in specified formats with an amount of Rs. 5000/- (Rupees Five Thousand only) towards the cost of Tender Document in a form of Demand Draft payable at any Bank at Raipur/Naya Raipur.

Any Tender without the demand draft of Rs. 5000/- (Rupees Five Thousand only) shall not be considered for evaluation.

- 1.2.3 NRDA intends to follow a single stage two envelop Tender process (“**Tender Process**”) for selection of Agency for the Project. The bidders shall submit two envelopes containing their (i) Qualification Proposal and (ii) their Financial Proposal, as part of their Tender.
- 1.2.4 The evaluation of the proposals shall follow two stage -
- a. **Qualification Stage:** Short listing of Bidders based on evaluation of Qualification proposal submitted by the Bidders. Financial Tender of only shortlisted bidders shall be opened.
 - b. **Financial Tender Stage:** Evaluation of Financial Tender of shortlisted Bidders.
- 1.2.5 Qualification Proposal of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, and bid security, to evaluate the technical capacity, financial capacity and other such compliances. The bidders found qualified shall be shortlisted.
- 1.2.6 Financial Tender of only shortlisted Bidders shall be opened on a date, time and venue which shall be intimated to the shortlisted bidders.
- 1.2.7 The Financial Tender shall be evaluated on the basis of the evaluation criteria set out in this Tender document (the “**Evaluation Criteria**”) to identify Successful Bidder for the Project. The Successful Bidder shall then be required to enter into Service Agreement with NRDA.

1.3 Formats

The Formats for the tender are appended in the Appendix given below -

- Appendix 1: Format for Details of Bidder
- Appendix 2: Format for Covering Letter cum Project Undertaking
- Appendix 3: Format of Power of Attorney for Signing of Proposal
- Appendix 4: Format of Non-Collusion Certificate
- Appendix 5: Format for Bank Guarantee for Bid Security
- Appendix 6: Format for Financial Capacity of the Bidder
- Appendix 7: Contract Executed by the Bidder
- Appendix 8: Format of Financial Proposal

2 INSTRUCTIONS TO BIDDERS

A. General

2.1 Scope of Proposal

2.1.1 Terms used in this Tender document which have not been defined herein shall have the meaning ascribed thereto in the Draft Service Agreement.

2.1.2 Notwithstanding anything to the contrary contained in this Tender document, the detailed terms specified in the Draft Service Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft Service Agreement.

2.1.3 The documents including this Tender document and all attached documents, provided by NRDA are the property of NRDA and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause shall also apply to Proposals and all other documents submitted by the Bidders, and NRDA will not return to the Bidders any Proposal, document or any information provided therewith.

2.1.4 Any condition or qualification or any other stipulation contained in the Proposal not in conformity with this Tender document shall render the Proposal liable to rejection as a non-responsive Proposal.

2.1.5 This Tender document is not transferable.

2.1.7 Subletting a contract is not permitted.

2.2 Eligibility of Bidders

2.2.1 Any individual, company incorporated under the Companies Act, 2013, or registered partnership firm are eligible as bidder. Any kind of consortium is not permitted to participate in this tender. The bidder is required to submit a copy of

articles and MoA in case of company and partnership deed in case of partnership firm.

- 2.2.2 The Bidder should submit a Power of Attorney as per the format at **Appendix 3**, authorizing the signatory of the Proposal to commit the Bidder.
- 2.2.3 In addition to above the Bidder should have requisite financial and technical capacity as provided in the Section 3 of this Tender document.
- 2.2.4 Any bidder who has been barred by the Central / State Government, or their under takings, from participating in any project and the bar subsists as on Proposal Due Date, shall not be eligible to submit the Proposal, either individually or as partnership firm.
- 2.2.5 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any project or contract by, nor have had any contract terminated by any public bidder for breach by Central/State Government or their undertakings.

2.3 Number of Proposal

- 2.3.1 No Bidder shall submit more than one Proposal in response to this Tender. Any bidder, who submits or participates in more than one tender, shall be disqualified.
- 2.3.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Proposals and participation in the Bidding Process. NRDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Verification of Information & Local Condition

- 2.4.1 The bidders are advised to visit the project site. Bidders are required to submit their respective Proposals after verifying information, applicable laws and regulations, and any other matter considered relevant by them.

- 2.4.2 It will be deemed that the Bidder has fully acquainted himself with the local conditions and factors, which would have any effect on the performance and/or the cost under the project.

2.5 Acknowledgement by Bidder

- 2.5.1 It shall be deemed that by submitting the Proposal, the Bidder has:
- a) made a complete and careful examination of the Tender document;
 - b) received all relevant information requested from NRDA;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the Tender document or furnished by or on behalf of NRDA relating to any of the subject matter ;
 - d) satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, for execution of the Project in accordance with the Tender document and performance of all of its obligations there under;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender document or ignorance of any of the matters referred to hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc or a ground for termination of the Service Agreement;
 - f) acknowledged that it does not have a Conflict of Interest; and
 - g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.2 NRDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender document or the Bidding Process, including any error or mistake therein or in any information or data given by NRDA.

2.6 Right to accept or reject any or all Tenders

- 2.6.1 NRDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender document and the Bidder shall, when so required by NRDA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or

lack of such verification, by NRDA, shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NRDA there under.

2.6.2 Notwithstanding anything contained in this Tender document, NRDA reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.6.3 NRDA reserves the right to reject any Tender if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by NRDA, the supplemental information sought by NRDA for evaluation of the Proposal.

2.6.4 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Financial Tender have been opened and the lowest Bidder gets disqualified / rejected, then NRDA shall forfeit the bid security and in such case NRDA reserves the right to:

- a) invite the next lowest Bidder for discussions/ negotiations on the basis of the Financial Tender submitted by such Bidder ;

OR

- b) invite fresh Financial Tender from the Bidders;

OR

- c) take any such measure as may be deemed fit in the sole discretion of NRDA, including annulment of the bidding process.

2.6.5 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Service Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender document, be liable to be terminated, by a communication in writing by NRDA to the Successful Bidder or the Agency, as the case may be, without NRDA being liable in any manner whatsoever to the Successful Bidder or Agency. In such an

event, NRDA shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to NRDA under Law.

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

2.7 Disqualification

2.7.1 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NRDA shall forfeit and appropriate the Bid Security or Performance Security, without prejudice to any other right or remedy that may be available to NRDA hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest with another Bidder, its member or Associate or any constituent thereof .
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- iv. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Proposal of either or each other.

2.7.2 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of NRDA in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Service Agreement. In the event any such adviser is engaged by the Successful Bidder or

Agency, as the case may be, after issue of the LOA or execution of the Service Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Service Agreement and without prejudice to any other right or remedy of NRDA, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which NRDA may have there under or otherwise, the LOA or the Service Agreement, as the case may be, shall be liable to be terminated without NRDA being liable in any manner whatsoever to the Successful Bidder or Agency for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of Tender document for the Project.

2.8 Bid Security

- 2.8.1 The Bidder shall deposit, along with its Proposal, a bid security (the “**Bid Security**”) for an amount of Rs. 50000/- (Rupees Fifty Thousand Only) in accordance with the provisions of this Tender document. The Bidder has the option to provide the Bid Security either as a Demand Draft payable to the Chief Executive Officer, Naya Raipur Development Authority in any Bank at Raipur/Naya Raipur or in the form of a Bank Guarantee, acceptable to NRDA, as per format at **Appendix 5**.
- 2.8.2 The validity period of the Bank Guarantee, shall not be less than 180 (one eighty) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between NRDA and the Bidder. The Proposal shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be returned latest within 90 (Ninety) days from the Proposal Due Date except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security and has signed the Service Agreement.
- 2.8.3 Bid Security may also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of Chief Executive Officer, Naya Raipur Development Authority and payable at Raipur/Naya Raipur (the “**Demand Draft**”). NRDA shall not pay any interest on the Bid Security deposit so made.

- 2.8.4 Any Proposal not accompanied by the Bid Security shall be summarily rejected by NRDA as non-responsive.
- 2.8.5 The Successful Bidders' Bid Security will be adjusted/ discharged and released, without any interest, upon the Agency signing the Service Agreement for the Project and furnishing the Performance Security in accordance with the provisions thereof.
- 2.8.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to NRDA under Law, under the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this Tender document;
 - b. If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this Tender document and as extended by mutual consent of the respective Bidder(s) and NRDA;
 - c. In the case of Successful Bidder, if it fails within the specified time limit –
 - i. to furnish the Performance Security within the period prescribed there for in the Service Agreement; and
 - ii. to sign the Service Agreement;

2.9 Clarifications

Bidders requiring any clarification on the Tender document may notify NRDA in writing by a letter by fax, or e-mail. The queries should be sent before the date specified in the schedule of Bidding Process. NRDA shall endeavour to respond to the queries within the period specified therein. The responses will be up loaded in the website of NRDA. The subject of the letter/e-mail of the queries should be clearly written as "Tender no. 2184/4(3)/CEE/EEC-II/BRTS/NRDA/2015, Naya Raipur, Dated 22 .04.2016 Queries" and the same should be addressed to the Chief Executive Officer in the address given below -

Email	Fax
<p>ceo@nayaraipur.com, <u>CC: - anantram.gupta@rediffmail.com</u></p>	<p>0771-2511500</p>

- 2.9.1 NRDA reserves the right not to respond to any query or to provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NRDA to respond to any query or to provide any clarification.

2.9.2 NRDA may also on its own motion, if deemed necessary, issue interpretations and clarifications by uploading the same in the official website. All clarifications and interpretations issued by NRDA shall be deemed to be part of the Tender document. Verbal clarifications and information given by NRDA or its employees or representatives shall not in any way or manner be binding on NRDA.

2.10 Amendment of Tender document

2.10.1 At any time prior to the deadline for submission of Proposal, 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. Any Addendum thus issued shall be uploaded in the official website only.

2.10.2 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NRDA may, at its own discretion, extend the Proposal Due Date.

2.11 Language

2.11.1 The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the 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.

2.12 Currency

2.12.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

2.13 Validity of Proposal

2.13.1 The Proposals shall be valid for a period of not less than 120 (One Twenty) days from the Proposal Due Date. The validity of Proposal may be extended by mutual consent of the respective Bidders and NRDA.

2.14 Making and Sealing of Proposals

2.14.1 NRDA will evaluate only those Proposals that are received in the specified formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.

2.14.2 The Bidder shall prepare 1 (one) original set of the Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this Tender document) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the part 1Qualification Proposal, along with documents required to be submitted, 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 signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposal shall contain page numbers and shall be bound together.

2.14.4 The Bidder shall submit the Proposal by the time specified in the Tender document. The envelope shall be sealed and marked as "PROPOSAL". The Bidder shall seal the original and copy of the Proposal, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPIES". The envelopes shall then be sealed in an outer envelope which shall also be marked.

2.14.5 Proposal shall contain:

- a) **Part I: Qualification Proposal**
- b) **Part II: Financial Proposal**

The details of contents of Part-I and Part-II of proposals are provided below:

a) Part I : Qualification Proposal shall include:

- i.) Covering Letter as per **Appendix 2** stating the Proposal Validity Period.
- ii.) Power of Attorney for Signing of the Proposal as prescribed in **Appendix 3**.
- iii.) Details of Bidder together with supporting documents required as prescribed in **Appendix 1**.

- iv.) Non Collusion Certificate as per format prescribed in **Appendix 4**.
- v.) Details of Financial Capability of the Bidder as prescribed in **Appendix 6**.
- vi.) Details of contracts executed by the Bidder in the past together with certificates etc. as prescribed in **Appendix 7 and 7A**.
- vii.) Bid Security as per **Appendix 5** or in the form of demand draft.
- viii.) Certificate of Incorporation of the Bidder under Companies Act, 2013 issued by Registrar of Companies or Certificate of commencement of business in case of public limited company.
- ix.) Copy of Memorandum of Association and Articles of Association of the Bidder and Partnership deed in case of partnership firm.
- x.) A Demand Draft of amount Rs. 5,000/- as cost of Tender document.
- xi.) Supporting documents as per requirement specified in the Tender Document.
- xii.) Proposed Service Delivery Plan Report indicating proposed recruitment plan, management & operation and implementation strategy.
- xiii.) Dully signed copy of the Tender Document including any amendments thereof (every page should be signed by the Authorized Signatory).
- xiv.) Details of Service Tax Registration No, PAN No., valid bank account. Bidder should submit supporting documents as proof.

Note*: *All pages of above document shall be duly signed by Authorized Signatory of the Bidder.*

b) Part II: Financial Tender (To be submitted in a separate envelope)

- i.) Financial Tender as per the format set out in **Appendix 8**.

2.14.6 This copy of the documents shall be placed in a separate envelope and marked "Copy of Documents".

2.14.7 Envelopes specified in Part-I and Part-II shall be placed in an outer envelope, which shall be sealed. Each envelope shall clearly bear the following identification:

**"Tender for Selection of Fare Collection Agency for Naya Raipur
Bus Rapid Transit System (BRTS) Lite Bus Services"**

and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand corner of each of the envelopes.

2.14.8 Each of the envelopes shall be addressed to:

ATTN. OF: **Chief Executive Officer**
ADDRESS: Naya Raipur Development Authority
NRDA Building, Behind Mantralaya
Capitol Complex, Sector 19
Naya Raipur, Chhattisgarh-492002
Ph- 0771- 2511500/ Fax- 0771-2511400

2.14.9 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 and consequent losses, if any, suffered by the Bidder.

2.14.10 Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.15 Proposal Due Date

2.15.1 NRDA may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum. Proposals should be submitted on or before the Proposal Due Date,

2.16 Late Proposals

2.16.1 Proposals received by NRDA after the specified time on or after the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Modifications/ Substitution/ Withdrawal of Proposals

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

2.17.2 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by NRDA, shall be disregarded.

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NRDA in relation to or matters arising out of, or concerning the Bidding Process. NRDA will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NRDA may not divulge any such information unless it is directed to do so by any statutory bidder that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory bidder and/ or NRDA or as may be required by law or in connection with any legal process.

2.19 Consultant(s) or Advisor(s)

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

2.20 Correspondence with the Bidder

2.20.1 Proposals shall be deemed to be under consideration immediately after they are opened and until such time NRDA makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Tender document, from contacting by any means, NRDA and/ or their employees/ representatives on matters related to the Proposals under consideration.

2.21 Opening and Evaluation of Proposals

2.21.1 NRDA shall open the Part-I of the Proposals, in the presence of the Bidders who choose to attend.

2.21.2 NRDA will subsequently examine and evaluate Qualification Proposal in accordance with the provisions set out in Section 3.

2.21.3 NRDA reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposals without assigning any reasons.

2.21.4 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, NRDA may, in its sole discretion, exclude such information from the party for the evaluation of Proposal of the Bidder.

2.21.5 Where any information is found to be patently false or amounting to a material misrepresentation, NRDA reserves the right to reject the Proposal.

2.22 Tests of responsiveness

2.22.1 Prior to evaluation of Proposals, NRDA shall determine whether each Proposal is responsive to the requirements of the Tender document. The Proposal shall be considered responsive only if:

- a. it is received as per specified format.
- b. it is received by the Proposal Due Date including any extension thereof
- c. it is signed, sealed, bound together and marked as stipulated herein above.
- d. it is accompanied by the Power of Attorney as specified.
- e. it contains all the information (complete in all respects) as requested in this Tender document (in formats as those specified);
- f. it contains certificates from its statutory auditors in the formats specified in the Tender document;
- g. it contains demand draft of Rs. 5,000/- as cost of Tender document.
- h. it contains completed formats as set out in Tender document.
- i. it is accompanied by the Bid Security as specified in the Tender document.
- j. it does not contain any condition or qualification; and
- k. it is not non-responsive in terms hereof.

2.22.2 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 Proposal.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by NRDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, NRDA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of NRDA.

3 CRITERIA & METHODOLOGY FOR QUALIFICATION & EVALUATION

3.1 Evaluation Parameters: Qualification

3.1.1 As part of Qualification Stage, the Qualification Proposal as submitted by the Bidders shall be checked for eligibility, technical capacity, financial capacity, bid security and other such compliances with the requirements of the Tender document.

3.1.2 The Bidder's competence and capability shall be established by following parameters under the Qualification Stage for Bidders who clear the test of responsiveness:

- a. Technical Capacity of Bidder, evaluated in terms of the criteria outlined in the Qualification requirements specified in Clause 3.2.
- b. Financial Capacity of the Bidder, evaluated in terms of average annual turnover of the Bidder specified in Clause 3.3.

3.2 Criteria and Evaluation of Technical Capacity

The Technical Capacity of the Bidder shall be evaluated in terms of:

3.2.1 The Bidder shall have minimum 3 (Three) years of experience in the business of manpower and associated services as on 31st March 2016.

3.2.2 The bidder should have deployed minimum 3000 aggregate number of man-month in the past 3 year till the proposal due date.

3.2.3 In addition to above, the Bidder's competence and capability shall be evaluated in terms of the criteria set out in the table below.

Sr. No.	Criteria	Score / Marks
1	Agency's / Organization's Capability – Aggregate Number of Person Man-months deployed for the past 3 Years	Maximum 25
a)	More than or equal to 10000 person man-months	25
b)	Equal to 5000 to Less than 10000 person man-months.	20
c)	Equal to 3000 to Less than 5000 person man-months.	15
2	Average Annual Turnover for the preceding 3 years	Maximum 15
a)	Equal to or More than Rs. 1crores	15
b)	Rs. 50 lakh to 1 crore	10
c)	Rs. 20 lakh to 50 lakh	5
3	Relevant Experience: For at least 3000 positions/designation/seats in Man-months deployed for the past 3 Years in the following areas/field.	Maximum 35
a)	Fare Collection/Parking Fee Collection Services(minimum 1000 man- month)	10
b)	Operation and Maintenance and Housekeeping Services (Minimum 500 man-month)	5
c)	Security Services (Minimum 1000 man-month)	10
d)	Other Services: 1) Public interface services limited to public transport services such as deployment of drivers/ conductors/ traffic marshals. 2) Other public interface services such as meter reading/ bill collection/ travel agent/ sales/ marketing promotions 3) Training and placement. (Minimum 1500 man-month)	10

Sr. No.	Criteria	Score / Marks
4	Proposed Service Delivery Plan Report & Presentation. Proposed Strategy including but not limited to following: <ul style="list-style-type: none"> • Recruitment of Personnel • Mobilization Strategy • Management & Implementation of the assignment • Statutory requirements & compliance • Personnel verification strategy • Readiness with respect to necessary licenses/ permits to undertake the work • Assessment of basic training requirements 	Maximum 25
Total		100

Note: The Bidder should submit supporting documents as proof to meet the aforesaid criteria as mentioned below -

- a. In case of organization capability for deployment of number of persons man month as per serial no. 1 above and relevant experience as per serial no. 3 the certificate from the client/ organization where the person have been deployed shall be submitted.
 - b. In case of average annual Turnover as per serial no. 2 above the certificate from the Chartered Accountant (CA) from the bidder organization shall be submitted.
- 3.2.4 The bidder who qualify the minimum technical and financial criteria as per para 3.2 and 3.3 will be called for the presentation before the evaluation committee constituted by NRDA. The date and venue will be intimated at a later stage. Each bidder will be given a time slot of 20 min for presentation.
- 3.2.4 Based on evaluation of Technical Submissions and presentation, NRDA shall prepare a short list of bidders who obtain at least 70 marks out of a total of 100 marks.
- 3.2.5 Such shortlisted Bidders shall be informed that their Proposal has been shortlisted for opening of the Financial Proposal. NRDA shall intimate a date for opening of Financial Tender to all Shortlisted Bidders and invite them for opening of the Financial Proposals. Attendance at such opening of Financial Tenderis, however, not mandatory.

3.3 Criteria and Evaluation of Financial Capacity

- 3.3.1 The Bidder shall meet the financial criteria if the bidder had an Average annual financial turnover of at least Rs. 2000000/- (Rupees Twenty Lakhs Only) for the immediately preceding Three (03) financial years from man months deployment services.
- 3.3.2 The Bidders shall provide information regarding the above based on audited annual accounts for the respective financial years. It should be duly certified by the statutory auditor/Chartered Accountant.
- 3.3.3 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 their 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 two year proceeding the latest financial year would have to be provided.

3.4 Evaluation of Financial Proposals

- 3.4.1 The Bidders should submit Financial Tender in the format set out in **Appendix 8**. The financial Tender shall include all cost, sundries, all the taxes charges fees except the service tax and other cess as applicable on the date of payment. The Service Tax and other cess shall be reimbursed separately on production of supporting documents to the Agency.
- 3.4.1.1 NRDA shall provide free passes for the BRTS- Lite services for the person deployed by the bidder.
- 3.4.1.2 NRDA shall reimburse the cost of equipments, machines, tools and tackles and consumables required for Housekeeping on monthly basis. However, the quantities and specifications thereof shall be finalized after signing of the Service Agreement in consultation with the Agency. The Agency shall be responsible for operation and repairs, maintenance and replacement of the equipments, machines, tools and tackles during the contract period.

- 3.4.2 Financial Tender of the shortlisted Bidders shall be evaluated on the basis of the **Total Estimated Billing Rates per day**. The Bidder quoting the lowest Price (L-1) shall be declared as the **Preferred Bidder**.
- 3.4.3 NRDA may either choose to accept the Proposal of Preferred Bidder with or without negotiation.
- 3.4.4 Upon acceptance of the Proposal of the Preferred Bidder, NRDA shall declare such Bidder as the **“Successful Bidder”**.

3.5 Letter of Acceptance and Execution of Fare Collection Services Agreement

- 3.5.1 After selection, a Letter of Acceptance (the “LOA”) shall be issued by NRDA to the Successful Bidder by facsimile or e-mail and by a Letter of Acceptance.
- 3.5.2 The Successful Bidder shall, within 21 (Twenty One) Days of the issue of the LOA, for due and punctual performance of its obligations of the Service Agreement submit a Bank Guarantee from Nationalized/scheduled Bank in the form set out in the draft service agreement for an amount equal to 5% (Five Percent) of Total Estimated billing rate for One Year valid for a period of 12 (Twelve) Months from the date of agreement and shall sign the service agreement.
- 3.5.3 The Performance Security shall be kept in force through periodic renewable, prior to expiry of the previous Performance Security. The Performance Security shall remain enforceable 90 (ninety) days beyond the Agreement Period. Any change in status of the Agency shall not affect the continuance of the Performance Security.
- 3.5.4 The Agency shall mobilize and commence services within 15 (Fifteen) Days of Notice issued by NRDA.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Service

Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, NRDA may reject the Proposal, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidders or Agency, as the case may be, if it determines that the Bidder or Agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NRDA shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to NRDA under the Tender document and/ or the Service Agreement, or otherwise.

4.2 Without prejudice to the rights of NRDA hereinabove and the rights and remedies which NRDA may have under the LOA or the Service Agreement, or otherwise if a Bidder or Agency, as the case may be, is found by NRDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Service Agreement, such Bidder or Agency shall not be eligible to participate in any Tender issued by NRDA.

4.3 For the purposes of this Section, the following terms shall have the meaning herein after respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of NRDA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Service Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NRDA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in these documents, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Service Agreement, as the case may be, any person in respect of any matter

relating to the Project or the LOA or the Service Agreement, who at any time has been or is a legal, financial or technical adviser of NRDA in relation to any matter concerning the Project;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by NRDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur, Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

Appendix 1: Format for Details of Bidder

1.
 - a) Name of the Company / Organization:
 - b) Country of incorporation:
 - c) Address of the 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 Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for NRDA:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - h) Fax Number:

5. Duly filled compliance form as per the details below:

Sr. No.	QUESTIONNAIRE	REMARKS/ STATUS
1)	Any company incorporated under the Companies Act, 2013, partnership firm, for providing deployment of manpower services (Please specify date & attach copies of certificate of incorporation, certificate of commencement of business, Articles of Association and Memorandum of Association)	
2)	Chartered Accountant Certificate for the average turnover of company for last three year.	
3)	Valid Registration of Service Tax. Please attach document.	
4)	Copy of PAN to be attached	
5)	Company has bank account along with proof	
6)	Whether Company has ever been debarred specify Yes/No	
7)	Company has experience of 3 years in in the business of manpower and associated services (in terms of clause 3.2) Please attach the copy of Certificate or the Agreement as a proof.	
8)	Company qualifies in respect of clause 3.2 and 3.3 Please attach proof.	

Note*: In absence of above mentioned proofs/documents/not providing any information, Proposal may not be considered at all.

6. A statement by the Bidder (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Date (Signature, name and designation of the Authorised signatory)

Place: Name and seal of the Bidder/ Lead Member

Appendix 2: Format for Covering Letter cum Project Undertaking

Dated:

To,

Chief Executive Officer
Naya Raipur Development Authority
NRDA Building, Near Mantralaya
Capitol Complex, Sector 19
Naya Raipur,
Chhattisgarh-492002

Sub: Tender for Selection of Fare Collection Agency for Naya Raipur Bus Rapid Transit System (BRTS) Lite Bus Services

We have read and understood the Tender Document issued vide Notice no. --- We hereby submit our Tender for the captioned subject as per the following details:

1. We are enclosing and submitting herewith our Proposal in one (1) original and one (1) copy, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
2. The Proposal is unconditional.
3. All information provided in the Proposal and in its Appendices is true and correct.
4. I / We shall make available to NRDA any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by NRDA.
5. I / We acknowledge the right of NRDA to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that I / we or any of my/our constituents or my/our predecessor bidder have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor bidder defaulted in complying with any statutory requirements.
7. I / We declare that:
 - a. I / We have examined and have no reservations to the Tender Documents, including the Addendum (if any) issued by NRDA.
 - b. I / We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the Tender Document, in respect of any Tender or request for proposal issued by or any agreement entered into with NRDA or any other public sector enterprise or any government, Central or State; and
 - c. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of the Tender Document

8. I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for fare collection and related services, without incurring any liability to the Bidders, in accordance with the Tender Document.
9. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.
10. I / We certify that I / we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on my/our ability to undertake the fare collection and related services, which relates to a grave offence that outrages the moral sense of the community.
11. I / We further certify that in regard to matters relating to security and integrity of the India, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
12. I / We undertake that in case, due to any change in facts or circumstances during the Bidding Process, I/we become liable to be disqualified in terms of the provisions of disqualification, I/we shall intimate NRDA of the same immediately.
13. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by NRDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned fare collection and related services and the terms and implementation thereof.
14. In the event of my/ our being declared as the Successful Bidder, I / We agree to enter into a Service Agreement in accordance with the Tender condition.
15. I / We have studied the Tender Documents carefully and also surveyed the requirements for the Project and related services and other matters mentioned in the Tender Documents. I / We understand that, except to the extent as expressly set forth in the Draft Service Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by NRDA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
16. I / We undertake that we have not been barred or blacklisted by any state government or central government / department / agency in India from participating in Bidding Process as on the Proposal Due Date.
17. The Estimated Billing Rate **Per Day** have been quoted by me / us after taking into consideration all the terms and conditions stated in the Tender Document, Draft Service Agreement, our own estimates of costs and after a careful assessment of the services to be delivered and all the conditions that may affect the Proposal.
18. I / We confirm having submitted the Bid Security of Rs. _____ (Rupees _____ only) to NRDA in accordance with the Tender Document.

The Bid Security in the form of a Demand Draft / Bank Guarantee is attached (strike out whichever is not applicable).

19. I / We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.
20. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.
21. I / We agree to keep our Proposal valid upto 180 (One Hundred and Eighty days) from Proposal Due Date.

In witness thereof, we submit this Proposal under and in accordance with the terms of the Tender document.

Yours faithfully,

Date (Signature, name and designation of the Authorised signatory)

Place: Name and seal of the Bidder/ Lead Member

Appendix 3: Format of Power of Attorney for Signing of Proposal

Know all men by these presents, We.....
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for Selection of Fare Collection Agency for Naya Raipur Bus Rapid Transit System (BRTS) Lite Bus Services including but not limited to signing and submission of all proposals, Financial Tender and other documents and writings, participate in Pre-Proposal and other conferences and providing information/ responses to NRDA, representing us in all matters before NRDA, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our proposal, and generally dealing with NRDA in all matters in connection with or relating to or arising out of our proposal for the said Project and/ or upon award thereof to us and/or till the entering into of the Service Agreement with NRDA.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted
Notarised

.....

(Signature)
(Name, Designation and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix 4: Format of Non-Collusion Certificate

(On the Letter Head of Bidder)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder 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 5: Format for Bank Guarantee for Bid Security

B.G. No. _____

Dated: _____

1. In consideration of you, Naya Raipur Development Authority having its office at _____, (hereinafter referred to as the “NRDA”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of (a company registered under the Companies Act, 2013) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for Tender for Selection of Fare Collection Agency for Naya Raipur Bus Rapid Transit System (BRTS) Lite Bus Services pursuant to the Tender document dated issued in its respect and other related documents including without limitation the Draft Service Agreements (hereinafter collectively referred to as “Tender document”), we(Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of tender conditions of the Tender document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Tender document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs. _____ (Rupees _____ only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender document.
2. Any such written demand made by NRDA stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Tender document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and 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, merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Tender document including failure of the said Bidder to keep its Proposal open during the Proposal validity period as set forth in the said Tender document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between NRDA and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that NRDA shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender document including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said Tender document, and the decision of NRDA that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender document or to extend time for submission of the Proposal or the Proposal validity period or the period for conveying acceptance of Letter of Acceptance by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said

Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Bidder or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for NRDA to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ (Rupees _____ only). The Bank shall be liable to pay the said amount or any part thereof only if NRDA serves a written claim on the

Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Proposal Due Date)].

14. This Bank Guarantee shall be operable in the Branch ----- of the Bank at Raipur/Naya Raipur and if revoked, shall be payable in the said branch of the Bank.

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Appendix 6: Format for Financial Capacity of the Bidder

Bidder	Average Annual Turnover		
	Year 1 (2013 to 2014)	Year 2 (2014 to 2015)	Year 3 (2015 to 2016)
Annual Turnover			
Average Annual Turnover -			

(In Rs. Lakhs)[@]

Name & address of Bidder's Bankers:

General Instructions:

1. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor's report. Failure to do so would be considered as a non-responsive Proposal.
2. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
3. Certificate from the statutory auditor of the company as per clause 3.3.2.

Date (Signature, name and designation of the Authorised signatory)

Place: Name and seal of the Bidder/ Lead Member

[@] For conversion of other currencies into rupees, refer Clause 2.13.

Appendix 7: Contract Executed by the Bidder

(For a period of last three years i.e. between January 01, 2014 to March 31, 2016)

The details of Contract Executed by the Bidder for deployment of manpower services are as given below and in terms of Appendix 8A:-

No.	Client	Date of Commencement	Date of Completion	Person Man-months	Nature of Services				Value of work (in Rs.)
					Ticket Collector	Security Guard	House keeping	Supervisor	
1									
2									
3									
4									
5									
Total									

Dated thisDay of, 2013

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

It may be noted that in the absence of anyone of the above (including copy of the order from client, work completion certificate and supporting documents), the information would be considered inadequate and could lead to exclusion of the relevant experience in evaluation of experience.

It may be noted that in the absence of any detail from the certificates specified in the following paragraphs, the information would be considered inadequate and could lead to exclusion of the relevant experience/contracts in evaluation of experience.

1. The Bidder shall provide a certificate from its Statutory Auditor/Chartered Accountant in format given below :

This is to certify that _____ (Name of the Bidder)		
Description	Value	
Aggregate Number of Person Man-months deployed for the past 3 years.		
Average Annual Turnover for the preceding 3 years (i.e. from Financial Year (FY) 2013-14 to FY 2015-16)		
Relevant Experience: (specify the area of experience and number of positions deployed in the past 3 years, refer Clause 3.6.3 of this Tender Document)	Number of positions/Designations	Field/area of experience
a)		
b)		
c)		
d)		
Signature of the Statutory Auditor/Chartered Accountant		

2. The Statutory Auditor/Chartered Accountant shall consider client certification/ actual order executed for providing such certification. Copy of relevant document which the statutory auditor considers for evaluation shall be submitted along with this certificate.

Appendix 8: Format of Financial Tender

Date :

To
Chief Executive Officer
 Naya Raipur Development Authority
 NRDA Building, Near Mantralaya
 Capitol Complex, Sector 19
 Naya Raipur, Chhattisgarh-492002

Dear Sir,

1. I/We _____ herewith submit Financial Tender for selection of my/our firm for providing services under the Project as per terms and conditions of Tender No. _____ issued by Naya Raipur Development Authority.

2. The **Estimated Billing Rate for personnel** inclusive of wages of the Fare Collection Services, Security Services and Housekeeping services is as given in the table below -

S.N.	Head	Estimated No. of Personnel	Billing Rate per Shift per Day (In Figures)	Billing Rate per Shift per Day (In words)
1	Personnel			
	Supervisor	2		
	Fare Collection personnel	34		
	Security Guard	21		
	House keeping	6		
	Total			

3. The **Estimated Billing Rate Per Day (for two shifts)** is given below -

S.N.	Head	Rs. (In Figures)	Rs. (In words)
1	Estimated Billing Rate for personnel Per Day for Two shifts		
2	Overheads and Sundries Per Day for Two shifts		
3	Management Fee and Profits Per Day for Two shifts		
	Total Estimated Billing Rate per Day for Two shifts		

3. Our Financial Tender for the Total **Estimated Billing Rate per Day for two shifts** as above is Rs. ----- (in words -----) during the contract.

4. I/we understand and confirm;

(1) The number of personnel indicated in the table above is based on estimate. NRDA may at its sole discretion, depending upon the actual requirement may decide to increase or decrease the number of any category of personnel by giving Fifteen (15) days' notice of such changes.

(2) The payment shall be made by NRDA on the basis of actual deployment of the personnel at site. The payment under the heads "**Overheads and Sundries**" and "**Management Fee and Profits**" shall be accordingly increased or decreased as the case may be on pro rata basis.

(3) That the **Total Estimated Billing Rate per Day** tendered by us covers the following -

a) The payment as per applicable minimum wage rate in accordance with the Minimum Wage Act 1948 and ESI contribution to the Personnel in accordance with Employees State Insurance Act, 1948

b) The Payment of benefits of EPF to the personnel as per EPF Act 1952, the payment of bonus as per Payment of Bonus Act, 1965 and other benefits to the personnel as per applicable Law.

(4) The Management Fee and personnel includes the following:

a. Cost of Third Party Verification

b. Costs towards local transport, communication etc.

c. Cost of Necessary insurance cover for Personnel / losses in terms of good industry practices.

d. Cost of Health Checkup & Training of Personnel.

e. Cost of Uniform for the Personnel

f. All other overheads costs, management fees, profits etc.,

g. Any other liability arising out of the scope of Services.

(5) The Financial Tender includes all cost, sundries, all the taxes charges fees except the service tax and other cess as applicable on the date of payment. The Service Tax and other cess shall be reimbursed separately by NRDA on production of supporting documents to the Agency.

(6) NRDA shall provide free passes for the BRTS- Lite services for the person deployed by the Agency.

(7) NRDA shall reimburse the cost of equipments, machines, tools and tackles and consumables required for Housekeeping. However, the quantities and specifications thereof shall be finalized after signing of the Service Agreement in consultation with the Agency. The Agency shall be responsible for operation and repairs, maintenance and replacement of the equipments, machines, tools and tackles during the contract period.

Name of Authorised Signatory

Signature of Authorised Signatory (With Stamp
of the Bidder)

Business Address: _____

Place: _____

Date: _____