

# **Request for Proposal (RFP)**

NIT No: 246 /2017/December



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**Selection of Bus Operators for  
Bus Transport System in Indore (on cluster basis) of Madhya  
Pradesh on  
"Operate and Maintain Basis for the cluster number 2,3,4  
and 5"**

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**AICTSL  
Atal Indore City Transport Services Limited ,Indore  
Plot No.30- Residency Area, A.B. Road, Indore -452001(M.P)  
0731-2499888**

# **AICTSL» ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE**

Plot No. : 30, Residency Area, A.B. Road, Opposite M.G.M. College, Indore, M.P.  
Telephone No. 0731-2499888,2904488

## **SECOND CALL NOTICE INVITING E-TENDER**

**AICTSL/2017/NIT/EPROC/No. 246**

**Indore, Date: 27/12/2017**

Government of M.P., Urban Development and Housing Department has envisaged to improve and facelift the scenario of Intra and Inter City Public Transport in the state of Madhya Pradesh. The SPV Atal Indore City Transport Services Limited, Indore hereby invites proposals from reputed and eligible bus operator/firms through the Request for Proposal (RFP) by the titled **"Selection of Bus Operator for Bus Transport System in Indore (on cluster basis) of Madhya Pradesh on Operate and Maintain Basis"** for the cluster number 2, 3, 4 and 5. Important dates for E-tender processing is as under :-

<b>Name of Work</b>	<b>Selection of Bus Operator for Bus Transport System in Indore (on cluster basis) of Madhya Pradesh on Operate and Maintain Basis for the cluster number 2, 3, 4 and 5</b>
<b>Cost of Bid Document (Non-Refundable)</b>	₹10, 000/- (Ten Thousand only) (excluding indirect taxes, service & gateway charges)
<b>Earnest Money (E.M.D.)</b>	₹ 20,000/- (Rs. Twenty Thousand per bus)
<b>Last date for online purchase of E-tender document</b>	09/01/2018 till 17:30 Hrs.
<b>Last date for online submission of E-tender technical and financial document</b>	10/01/2018 till 17:30 Hrs.
<b>Last date for submission of hard copy tender with technical bid submission</b>	11/01/2018 till 15:00 Hrs.
<b>Earnest money and technical bid will be opened online</b>	11/01/2018 at 16:00 Hrs.

**Note:-**

- Tender document purchase, submission, detail terms and conditions, complete details, specification and other eligibility criteria details shall be available on Website:- [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and AICTSL official Website:- [www.citybusindore.com](http://www.citybusindore.com).
- Amendments to NIT/RFP, if any, would be published on e-procurement website only, and not in newspaper. The Managing Director, Atal Indore City Transport Services Limited reserves all the rights to accept or reject any or all tenders without assigning any reasons.
- Joint Venture/Consortium shall be allowed.
- The bus operator shall operate and maintain buses during Agreement period. Bus operator will also be responsible for all statutory, regulatory, legal, tax and other requirements associated with the bus operation and maintenance. The fare-box revenue collection shall be done by the operator.
- After the evaluation of Technical Bid has been completed, AICTSL shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid.
- Selected bidder will have to form a SPV to avoid transfer of any past litigation/obligation of the Company to the project entity.

**Managing Director,**

**Atal Indore City Transport Services Ltd., Indore**

## **Format of the Covering Letter for EMD**

To,  
The Managing Director  
Atal Indore City Transport Services Limited ,  
Indore(M.P)

Subject: Proposal for "Selection of Bus Operator for Bus Transport System for Indore on Operate and Maintain Basis"

Ref: RFP. No:

Sir,

I/we hereby submit our proposal for "Selection of Bus Operators for Bus Transport System for Indore on Own, Operate and Maintain Basis" The rates quoted are as per format designed by Atal Indore City Transport Services Limited

I/we hereby agree to all the terms & conditions stipulated by the said RFP and will keep our offer open for 120 days from the day of opening of the financial bid.

Earnest money of Rs..... has been deposited through Demand Draft  
No/Bank Guarantee –.....Dated.....Drawn in favor of  
"Atal Indore City Transport Services Limited " Payable at Indore

Yours faithfully

Signature of the Authorized Signatory

Name in block letters: -----

Full address with seal: -----

**Please Note :- This form should be duly filled and signed with official seal of the Bidder.**

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## 1 DISCLAIMER

This RFP is being issued by the Atal Indore City Transport Services Limited for inviting tenders for **“Selection of Bus Operator for Bus Transport System in Indore (on cluster basis) of Madhya Pradesh on Operate and Maintain Basis”** on such terms and conditions and for the achievement of the Aims & Objectives of the Intra and Inter City Bus System operations set forth in this RFP or that may subsequently be provided to Bidder(s) whether verbally or in documentary form by or on behalf of Atal Indore City Transport Services Limited and all other terms and conditions subject to which such information is provided. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. While the RFP has been prepared in good faith with due care and caution, Atal Indore City Transport Services Limited does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or misstatements, negligence or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Bus operations. This RFP may not be appropriate for all persons / firms / consortiums / entity etc. It is not possible for Atal Indore City Transport Services Limited to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. Bidder should carefully examine and analyze the RFP and bring to the notice of Atal Indore City Transport Services Limited any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the Bus operations, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the Bus operations. Atal Indore City Transport Services Limited makes no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Bidder or its representative(s). No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which this RFP may be based. Liability therefore, if any, is hereby expressly disclaimed. On RFP for “Selection of Bus Operator for Bus Transport System in Indore (on cluster basis) of Madhya Pradesh on Operate and Maintain Basis” Atal Indore City Transport Services Limited may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements.

## 2 BRIEF OVERVIEW OF ATAL INDORE CITY TRANSPORT SERVICES LIMITED & BUS OPERATIONS

## 2.1 Introduction

Urban Development and Housing Department has envisaged to improve and facelift the scenario of Intra and Inter City Public Transport in Madhya Pradesh. Urban Local Bodies (ULBs) have been assigned an ambitious program to facelift the transportation problems which have arisen due to rapid and disorderly population growth and increased use of private vehicles in City/Cities. The actions seek to promote the Organized Public Transport, reduce the use of private vehicles and to develop a mass transport of passenger service in city. The Public Transport System in Indore is being developed and implemented through a Atal Indore City Transport Services Limited (SPV), as a strategy for solving the mobility problems of the city under the perspective of prioritizing the mass public transport system as opposed to individual / unorganized transport systems in order to structure an integrated transport system which offers higher safety, quality, security and reliability from users of Public Transport Corridors with the highest passenger demand in city.

To address the needs of the growing traffic and to ensure that people move around and to other cities in an efficient and comfortable manner, Atal Indore City Transport Services Limited (SPVs) in the ownership of **Indore Municipal Corporation** has been incorporated to provide an organized dimensions to public transportation in the Cluster for the conveyance of public.

Atal Indore City Transport Services Limited shall ensure operation on business lines with "Good Industry Practice" using a Public Private Partnership model, providing acceptable quality services to maximum number of people at scheduled prices on a sustainable basis. While the Atal Indore City Transport Services Limited focuses on planning, service standards setting, monitoring and control of quality of services; bus routes are hired on Viability Gap Funding (VGF) / Annual Premium basis suitably linked to capacity utilization and fare box revenues. In this scheme, the bus operator will operate and maintain buses during Agreement period. Bus operator is also responsible for all statutory, regulatory and legal requirements associated with the bus transport system. The fare-box revenue collection shall be done by the operator.

## 2.2 Regulation and Control Mechanism

The Atal Indore City Transport Services Limited shall monitor and control the operation, maintenance and other allied activities towards efficient and quality Bus Service through Central Control and Command Centre and other means/modes as deemed fit by the Atal Indore City Transport Services Limited.

## 2.3 Vehicle, Services, Operation and Maintenance

GPS based Passenger Information System (PIS) on-board and off-board has been envisaged. The off-board PIS will be linked to the central control room's on-line vehicle tracking system, where besides tracking vehicle, other service quality attributes, Punctuality, reliability, vehicle productivity, etc. are also monitored. In view of the business philosophy of customer driven and customer oriented operations, the Client as a Atal Indore City Transport Services Limited, shall operate on business lines with sound professional and sustainable practices using a Public Private Partnership model, providing acceptable quality services to maximum number of people at affordable prices on a sustainable basis. While the Atal Indore City Transport Services Limited will focus on planning, service standards setting, monitoring and control of quality of services; bus routes shall be awarded on VGF/Annual Premium as per Cluster. Buses will be operated and Maintained by the Operator throughout the agreement period and shall ensure proper upkeep of reserve buses, in case of break down or any other reasons which cause hindrance in the operation of buses as per provision of RFP.

## 2.4 Bus Stops

Bus Depots and the bus stops – the initial contact points of the customers, create a lasting impression about the service quality and the image of the system as its vehicles, are planned, designed and architecture to create perfect harmony between the infrastructure, and the users. Atal Indore City Transport Services Limited will take appropriate measures to provide parking space at Bus stands and Depot premises.

## 2.5 ITS and Passenger Information System

While the pre-recorded & GPS enabled micro-processor based audio-video Passenger Information System (PIS) is planned for "on-board" application, GIS based system is planned for vehicle tracking, operations monitoring for "off-board" PIS.

The above system would also be used for data acquisition & processing, bill payments, and MIS. Manually steered and optically guided system is planned to be used for bus guidance and alignment with the platform. The aforesaid ITS will be installed on buses by the Atal Indore City Transport Services Limited but electronic ticketing system shall procured by the bus operator as per the specification given by the Atal Indore City Transport Services Limited

## 2.6 Route and Cluster Details

Atal Indore City Transport Services Limited has been incorporated to operate and manage the public transport system of City Cluster. The main aim of the Aictsl is to establish and maintain line of passenger coaches to transport passengers on fixed time schedule on the specified routes with private participation. The bus operators will operate the buses on the specified routes, maintain the buses and collect the fare as fixed by the State Government/ Competent Authority and pay the Annual Premium/seek Viability Gap Funding (VGF) from Atal Indore City Transport Services Limited.

Atal Indore City Transport Services Limited now invites offer from the reputed & established Bus Operators for operating and running of city buses on the conditions and regulations specified by the Atal Indore City Transport Services Limited and seek financial support in terms of Viability Gap Funding (VGF)/offer Annual Premium for mentioned routes :-

***Refer Clause 8.15 for Cluster Details***

### **3 DEFINITIONS AND ABBREVIATIONS**

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:-

1. "Agreement Period" shall be 7 (seven) years for which agreement is entered into between the bus operator and Atal Indore City Transport Services Limited, starting from the date of execution of the Agreement, as per terms and conditions of RFP or a shorter period resulting from termination of contract/agreement.
2. "Aims and Objectives of the Bus operation" has the meaning ascribed to it in "**Clause 2**" of the RFP.
3. "Arbitrator" An arbitrator appointed as per provisions of the RFP.
4. "Bid" means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof.
5. "Bidder" means any person(s) including sole applicant/proprietor, a firm, Association of Partners, Company, Society, Trust, Limited Liability Partnership (LLP), Consortium, Joint Venture (JV) etc. who submits a Bid along with Bid Security under this RFP within the stipulated time for submission of Bids.
6. "Bid Process" means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of Bids.
7. "Bid Security" also referred to as "EMD" shall have the meaning ascribed to it in clause "Preparation of bids" under **Section 4.9.3**.
8. "BQS" means Bus Queue Shelters constructed at Atal Indore City Transport Services Limited bus stops.
9. "Break down repairs" is the immediate repair of vehicles which cannot be operated satisfactorily due to defects developed in it.
10. "Bus Depot" The space/area for general management, repair and maintenance, washing and cleaning, besides parking etc.
11. "Bus Operator Agreement" means the Agreement including, without limitation, any and all Annexure thereto which will be entered into between Atal Indore City Transport Services Limited and the Successful Bidder through which AICTS will grant the rights to the Successful Bidder to Own, Operate and Maintain the buses during the Period of the contract/agreement as per terms specified in RFP.
12. "Bus Operator" means the Successful Bidder with whom Atal Indore City Transport Services Limited shall

enter into the Bus Operation Agreement on Own, Operate and Maintain basis.

13. “Bus Operations” has the meaning of Inter and Intra City Bus Operation in the Clusters as specified in the RFP
14. “Bus stand/station” means a structure where city or intercity buses stop to pick up and drop off passengers. While the term bus depot also refers to a bus station, "bus depot" may be used to refer to a bus garage. A bus station is larger than a bus stop.
15. “Bus Stop” means a place earmarked on the route of buses where buses stop for a short duration for passengers to board or alight from the buses.
16. “Central Control & Command Centre” means a central facility of Atal Indore City Transport Services Limited used mainly for service monitoring and operations control etc. through hosting the central server and components thereof.
17. “ Atal Indore City Transport Services Limited” means the SPV, a Company incorporated under in the Companies Act, 1956 owned by the respective IMC and acting as a Special Purpose Vehicle in the capacity of Employer and its authorized successors and assigns at all times.
18. “Aictsl Representative” means any person duly authorized by the Atal Indore City Transport Services Limited for the purpose of this RFP.
19. "Commencement Date” means the date prescribed by Atal Indore City Transport Services Limited for commencement of the Bus operations as provisioned in the RFP by Bus operator under the Bus Operator Agreement.
20. “Contract/Agreement” means the Contract between Atal Indore City Transport Services Limited and the Bus Operator as a result of the bid process as completed in accordance with the RFP document.
21. “Deadline for Submission of Bids” shall mean the last date and time for receipt of Bids as set forth in the RFP document or other date / time as may be decided by Atal Indore City Transport Services Limited in its sole discretion and notified to the Bidders.
22. “Duty schedule” is the trip/route/time schedule of a bus, for one time, in a scheduled service during an assigned operation.
23. “Encumbrances” means activities such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments.
24. “Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Bus Operator Agreement which

would reasonably and ordinarily be expected of a skilled and an experienced person / firm etc engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

25. "Infrastructure provided to the bus operator" is the set of assets of the Atal Indore City Transport Services Limited whose services will be provided as per availability and temporarily given to the bus operator as support of the System for the Contract Period.
26. "Letter of Intent" or "**LOI**" means the letter issued by Atal Indore City Transport Services Limited to the Successful Bidder to operator buses on Own, Operate and Maintain basis in conformity with the terms and conditions set forth in the RFP, whereas "Letter of Acceptance" or "**LOA**" means an acceptance letter submitted by the successful bidder in response to LOI issued by Atal Indore City Transport Services Limited.
27. "MD" means the Managing Director of Atal Indore City Transport Services Limited.
28. "Net Worth" shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
29. "Operate and maintain" shall mean operator will Own New Buses as per specification provisioned in the RFP and operate and Maintain Fleet Size as per provisions of the RFP.
30. "Operating Permit" is the authorization granted by Atal Indore City Transport Services Limited/other competent authority, as per applicable rules, to the entity qualified to provide the public transportation service in specific areas of operation, services and time schedules or dispatch frequencies in accordance with these terms and conditions of the contract.
31. "Parking area" is the area in the bus depot / terminal / bus stand and / or the parking yard for parking / other activities of buses which comprise the fleet of the bus operation service of the Atal Indore City Transport Services Limited.
32. "Penalty" is the valuation that the Atal Indore City Transport Services Limited makes, regarding the sum agreed to be paid on account of violation, deficiency in service, negligence towards the direction/orders given by the Atal Indore City Transport Services Limited, damages for consequential damage, loss of profits, sanctions and indemnities caused.
33. "PIS" means Passenger Information System
34. "Project Cost" means actual Purchase Cost of the total no. of buses for the cluster or the maximum cost of the Bus decided by the Atal Indore City Transport Services Limited for the Cluster as 16 lakh, 22 lakh, 30 lakh and 45 lakh for Mini, Midi, Standard and Standard AC, per bus respectively, whichever is less.

- 35. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bus operators with the objective of restricting or manipulating a full and fair implementation of the process / system.
- 36. “Revenue Collection System / Collection System” this system consists of all sub systems, means, equipments, infrastructure and processes for the collection of revenue on sale of tickets/passes etc.
- 37. “RFP” and/or “RFP Document” means the Request for Proposal document.
- 38. “Service Certificate” This document accredits compliance by the Bus operator with all requirements established in the contract to allow the incorporation of a bus to the operation, with the purpose of providing passenger transportation system.
- 39. “Service” means bus operation that runs mainly along specified routes and is defined by a trip/route, a frequency and Stops/stations in which vehicles stop to board and alight passengers.
- 40. “User tariff” means the cost of the ticket/pass as decided by the State Government/Competent Authority, charged to the System’s users, as per applicable rules.
- 41. “Vehicle Tracking System” means the communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times.

“Any other term(s)”, not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.



## 4 INSTRUCTION TO BIDDERS (ITB)

### 4.1 Introduction

1. SPV is a Company incorporated under Indian Companies Act, 1956 in India with the main object of establishing, operating and maintaining a Public Transport System.
2. Bus operator will operate the buses (detail of Bus specifications is annexed as Annexure 8.12 of the RFP) on Operate and Maintain Basis on the terms and conditions contained herein. The successful operator shall have to sign a Bus Operator agreement as per Annexure-8.8. The successful operator will be required to comply with the following provisions:
  - i. " The Bus operator shall provide Performance Guarantee equal to 3% of the Project Cost of the respective Cluster (which will be actual Purchase Cost of the total no. of buses for the cluster or the maximum cost of the Bus decided by the Atal Indore City Transport Services Limited for the Cluster which will be calculated by taking estimated cost as 16 lakh, 22 lakh, 30 lakh and 45 lakh for Mini, Midi, Standard and Standard AC, per bus respectively, whichever is less) will be provided as performance guarantee in form of Demand Draft/FDR/ Bank Gurantee from the Scheduled Commercial Bank before signing of the Bus Operator Agreement.
  - ii. The bus operator will provide the "VGF Guarantee" in the form of Bank Guarantee/FDR of an amount equal to the installment of Viability Gap Funding amount from the Scheduled Commercial Bank for disbursement of the installments of VGF as envisaged in the RFP, subject to fulfillment of other conditions of the RFP.
  - iii. The bus operator will employ the drivers, conductors, maintenance staff and other support staff and such staff shall be in proper uniform as decided by the Atal Indore City Transport Services Limited and follow instruction of Atal Indore City Transport Services Limited given from time to time. Bus operator shall ensure all other measures required for efficient and quality operation and maintenance of Buses.
  - iv. All operating and maintenance cost, registration, road tax, insurance, Pollution under Control (PUC), claim and liabilities etc. and other costs required for operating and maintaining the services will be borne by the bus operator.
3. Atal Indore City Transport Services Limited will not be liable / responsible for payment of installment to the financing agency, if any. The Atal Indore City Transport Services Limited will only be responsible for payment of VGF to the successful Bidder, as per provisions of RFP.

It will be sole responsibility of the Bus Operator to repay the loan (if any). The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.



4. The Applicant must have a registered Office in (City) or else they must establish a registered office in City before signing of Bus Operating agreement, an undertaking in this regard shall be furnished with the proposal.
5. Atal Indore City Transport Services Limited in consultation with the Bus Operator may change the Routes or introduce new routes and change the frequency on particular Routes but the total number of buses in cluster will remain constant. But, in any case intra city routes changes/amended will not overlap more than 20% with the route(s) of other clusters, unless mutually agreeable by the operators.
6. Bus operator should not get involved in **restrictive practices as provisioned in the RFP**.
7. Operator has to disclose/provide documents regarding terms and conditions and amount obtained towards financial tie-up for procurement of buses both in terms of financial institution or private lenders.
8. Maximum 40% VGF on the project cost i.e. actual Purchase Cost of the Buses or the maximum cost of the Bus decided by the Atal Indore city transport services limited whichever is less shall be paid to the successful Bidder. VGF shall be paid to operates as upfront against the upfront bank guarantee/FDR submitted of the same amount should be returned to the Bus Operator in following interval
  - 1st Installment of 25% of the total submitted VGF guaranteed after completion of 2 years of bus operation.
  - 2nd Installment of 25% of the total submitted VGF guaranteed after completion of 4th years of bus operation.
  - 3rd Installment of 25% of the total submitted VGF guaranteed after completion of 6th years of bus operation.
  - 4th Installment of 25% of the total submitted VGF guaranteed after completion of 7th years of bus operation.Atal Indore city transport services limited will time to time issue specific directions for proper, successful and viable operations of buses and operator has to abide by the directions of the Atal Indore city transport services limited. Violation and non adherence of above mentioned instructions will lead to penalty. Continuous violation and non adherence may lead to suspension and termination of the contract
9. If a bidder bids for a cluster then it automatically applies that bid is for all the routes and buses envisaged for a cluster

## 4.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and Atal Indore City Transport Services Limited will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

## 4.3 Content of Bidding Document

The requirements, bidding procedures and terms are explained in the RFP Document.

#### 4.4 Cost of RFP Document

The RFP Document would cost **Rs 10000.00 (Ten Thousand only)** (non-refundable) (excluding indirect taxes, services & gateway charges) shall be paid online as per e-procurement guidelines and receipt of the same shall be uploaded through the e-procurement portal along with the submission of **hard bound physical hard Copy** of technical proposal.

**The bidder shall not submit the separate tender fee for each of the cluster, ie bidder can purchase single tender document and will be eligible to bid for total cluster mention in the tender document.**

**In case of sole bidder, it will purchase single bid document and would be eligible to bid for every cluster, but of same bidder will come in joint venture then he will have to purchase seprate bid document for each cluster.**

#### 4.5 Clarification to RFP Documents

In the event that any Bidder requires any clarification on the RFP, such bidders are expected to send their queries to the Atal Indore City Transport Services Limited in writing on below mentioned email id at least 72 (Seventy Two) hours prior to the time of the Pre Bid Meeting

**Email id: ceo@citybusindore.com**

Nothing in this section shall be taken to mean or read as compelling or requiring Atal Indore City Transport Services Limited to respond to any questions or to provide any clarification to a query. Atal Indore City Transport Services Limited reserves the right not to respond to questions raised by a Bidder or not to provide clarifications if Atal Indore City Transport Services Limited in its sole discretion considers that no reply is necessary. If clarifications are not made then it will be deemed that provisions of RFP shall prevail.

No extension of Deadline for Submission of Bids will be granted on the basis or grounds that Atal Indore City Transport Services Limited has not responded to any question or provided any clarification to a query.

#### 4.6 Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, Atal Indore City Transport Services Limited may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the RFP by amendment. Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through issue of addendum(s) to the RFP which shall set forth the said amendments/modifications thereto (hereinafter referred to as the "Addendum(s)"), and the contents, terms and conditions of all such Addendums(s) shall be binding on Bidders. If required, in order to allow prospective Bidders reasonable time in which, to take the Addendum(s) into account in preparing their respective Bids, Atal Indore City Transport Services Limited, reserves the right to extend the deadline for the submission of Bids. However no request from the prospective Bidder(s), shall be binding on Atal Indore City Transport Services Limited for the same. Any amendment in the RFP/corrigendum/addendum or minutes of the pre bid meeting will not be published in any newspaper but only be published on the procurement portal of government of Madhya Pradesh ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)) and it will be sole responsibility of bidders to check website from time to time and submit Bid accordingly.

#### 4.7 Pre- Bid Meeting

1. A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders on dates mentioned in the RFP at the Office of Atal Indore City Transport Services Limited
2. Clarifications, if any, including the text of the relevant questions raised at the Pre Bid Meeting and the

responses given thereon shall be published in the e procurement portal only.

3. Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.
4. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting
5. Atal Indore City Transport Services Limited may, at its sole discretion, extend the Deadline for Submission of Bids.

#### 4.8 Documents constituting Bid

The documents constituting the Bid shall be as follows:

##### 4.8.1 Technical Bid and Eligibility Criteria

###### Technical Qualification:

A bidder shall be required to fulfill the following eligibility criteria as given in Form 1.5 of clause 8.6:

- **Technical Capability:**

For sole bidder:

**Minimum Two (2) years experience in Operation and Planning / Managing / Monitoring of day to day Public Transport (Bus) operations and maintenance of fleet equal to 50% of the Cluster Size**

**In case of JV or Consortium:**

**At least one member of the JV/Consortium should have 2 years experience of Operation** and Planning / Managing / Monitoring of day to day Public Transport (Bus) operations and maintenance with minimum fleet equal to 25% of the cluster size and JV/Consortium should have jointly experience of managing / monitoring of day to day Public Transport (Bus) operations and maintenance of fleet equal to 50% of the Cluster Size.

*In the event that any of the above numerical figures arrived are in decimal, next higher whole number shall be taken.*

Such experience must be demonstrated through a permit / an explicit contract/ document duly supported by affidavit/concession Agreement of operations with a public sector entity/ Government or semi Government Department or a private entity.

Registration of Employee Provident Fund Department and Employee State Insurance Corporation Department of the bus operator/company/Agency/Partnership/ proprietary firm /any one Member of JV/ Consortium are required.

- **Financial Qualification:**

S.No.	Net Worth for last two FY Years as on 31st March 2017	Average Turnover (Rs. In Crore)
1.	+ve	1 Crore

Note:

1. The Bidder fulfilling both the above mentioned criteria (i.e. Turnover and Net Worth) shall be considered as Financially Capable.
2. For calculating average turnover **last two** financial years shall be reckoned as F.Y. 2015-2016 and 2016-17 It is to be noted that complete audited financial statements, certified by Chartered Accountant, will be required which include Balance sheet and Statement of Profit & Loss.
3. In case of JV/Consortium sum total of individual average Turnover will be considered, provided net worth of all the partners should be positive.

In case of JV/Consortium, it is not mandatory for JV/Consortium Partner to fulfill both Technical and Financial Criteria individually, rather JV/Consortium should fulfill as a whole along with fulfill meant of financial and technical criteria as mention above.

#### **4.8.2 Financial Bid**

The Financial Bids should be in the form and manner set forth in the RFP.

Every Bidder has to submit separate financial bid and separate EMD **for each cluster**

**The financial bid should be submitted in Amount (Figure) not in percentage**

### **4.9 Preparation of Bids**

#### **4.9.1 Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Atal Indore City Transport Services Limited shall be written in English/Hindi only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English/Hindi then Bidder shall also enclose certified/authentic Translated copies of the same in English/Hindi language. Any document which is not translated into English/Hindi will not be considered. For the purpose of interpretation and evaluation of the Bids, the English/Hindi language translation shall prevail.

#### **4.9.2 Bid Currency**

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

#### **4.9.3 Format of Earnest Money Deposit (“EMD”) as Bid Security**

Bid submitted in response to the RFP document shall be accompanied by an interest free Bid Security of Rs. 20,000/- (Twenty Thousand) per Bus For Example , if a Bus operator is bidding for cluster having 15 buses, EMD shall be of  $15 \times 20000 = \text{INR } 3,00,000/-$  (Three lakh) (hereinafter referred to as “Bid Security” or “EMD”) in the form of a demand draft/bank guarantee from an Indian Scheduled Commercial Bank (excluding Cooperative Banks) as defined in Section 2(e) of RBI Act, 1934 drawn in favors of “Atal Indore City Transport Services Limited” payable at indore and shall be en-cashable at any branch of the bank in Indore. Separate EMD for each Cluster shall be furnished along with the Proposal.

#### **4.9.4 Conditions for Consortium of Companies Joint Ventures (JV) etc**

- Consortium/JV will be allowed, having a maximum of 3 members.

It is to be submitted in the undertaking by the JV/Consortium that all the members of JV/Consortium will be severally and jointly responsible for the Bus operation conditions as mentioned in the RFP. The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the followings:

1. Convey the intent to form the JV/Consortium with ownership/stake commitment(s) in accordance with

- the provisions of the RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator as per Agreement terms, in case the Project is awarded to the Consortium;
2. Clearly outline the proposed roles and responsibilities, if any, of each member;
  3. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project during Contract Period.

**4.9.4.1 A Consortium shall be eligible and qualified for consideration subject to meeting the additional conditions set out in hereunder;**

- (i) Each Consortium must meet Eligibility Criteria set forth in **clause 4.8.1**
- (ii) Each Member of JV/Consortium should have positive Net Worth for last two years as on 31st March 2017.
- (iii) A Bidding Consortium is required to nominate a Lead Member. The Lead Member shall be authorized to sign the Proposal on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favor of the Lead Member as per format at **Annexure 8.4 (Form 1.3B)**. In case other members are Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid. The same should be uploaded as part of Technical Bid for online tendering process. Lead member should be one having highest number of fleet size in the Consortium or highest turnover amongst Consortium/JV partners. Lead Member should have minimum 26% stake in the consortium and minor partner should not have less than 15% stake in consortium.
- (iv) An entity can be a member of more than one bidding Consortia subject to fulfillment of Technical and Financial criteria as mentioned in the RFP, except for the same Cluster.
- (v) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- (vi) Except as provided under this RFP and the Proposal Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Atal Indore City Transport Services Limited
- (vii) In case a Bidder is a Consortium/JV, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

**4.9.5 Authentication of Bid**

The original of the Bid shall be type written and shall be signed by a person duly authorized by the Bidder in this behalf by way of a **Power of Attorney** duly executed by the Bidder in the form set forth in **Form 1.3** of Annexure hereto. The person signing the Bid shall initial all pages of the Bid. In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid. The same should be uploaded as part of Technical Bid for online tendering process.

#### 4.9.6 Validation of interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person signing the Bid has authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

#### 4.9.7 The Bid

For each cluster separate bid shall be submitted i.e. the bidder shall submit Tender Fee and separate EMD, Technical and Financial Proposal. The Bidder shall submit online Technical Bid along with one hard bound hard copy in form of Physical Submission at the address of the Atal Indore City Transport Services Limited. Bidder shall submit Financial Bid online only (Financial Bid should be accepted only via online medium and no hard copy) Bidder submitting Financial Bid in Hard Copy shall be disqualified.

#### 4.9.8 Sealing and Marking of Bids

1. Technical bid has to be submitted online as well as offline, whereas financial bid has to be submitted only online. Online Two envelope system shall be followed, bidders have to submit the technical bid in hard copy also and in case of difference between the online and offline bid, the bid submitted online shall be considered final (financial bid shall be accepted only via online medium)

**"Envelope A: Technical Bid** for "Selection of Bus Operator for Bus Transport System in Indore on Operate and Maintain Basis" Should contain:

- The original of the Bid Security of the required value and in approved format in a separate envelop duly marked as EMD
- The original of the Technical Bid (Form 1.1 to Form 1.7 of Annexure)
- Original RFP document / Minutes of Meeting (MoM) / Corrigendum / Addendum / any other correspondence duly signed by authorized signatory

**"Envelope B: Financial Proposal** "Selection of Bus Operator for Bus Transport System in Indore on Operate and Maintain Basis"

The original of the Financial Bids shall be submitted separately online only. (Annexure- 2)

**Note:**

- *Envelop-B Financial bid should be Submitted online only and Envelop-A should be submitted online as well as physically.*
- *If envelop-A is not submitted physically then bid shall be rejected.*
- *Please note that in any case if price-bid/Financial Offer submitted manually then bid shall be rejected.*
- *Only those proposals will be considered for Opening, which has been submitted online as well as in physical form as mentioned above.*
- *Atal Indore City Transport Services Limited has the right to accept or reject any bid without any reason assigned.*
- *Atal Indore City Transport Services Limited has the right to ask for additional documents/information regarding clarification of information provided by the bidder.*

#### 2. Instruction to Bidder for e-Tendering

*Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.*

**E-Tendering:**



- For participation in e-tendering module of Indore it is mandatory for prospective bidders to get registration on website [www.mpeproc.gov.in](http://www.mpeproc.gov.in). Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- Tender documents can be downloaded from website [www.mpeproc.gov.in](http://www.mpeproc.gov.in). However, the tender document of those bidders shall be acceptable who have made online payment for the tender documents for each cluster i.e. fee of Rs 10000/- (Rs Ten Thousand only) plus both service & gateway charges separately for each cluster, without which bids will not be accepted.
- Service and gateway charges shall be borne by the bidders.
- As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a Class III Digital Certificate shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on [http://cca.gov.in/cca/?q=licensed\\_ca.html](http://cca.gov.in/cca/?q=licensed_ca.html). **Kindly note that it may take at least three-five business days. for the issue of a digital certificate** Bidders are advised to plan their time accordingly. Atal Indore City Transport Services Limited ,Indore shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Atal Indore City Transport Services Limited ,Indore shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- For any type of clarifications bidders/contractors can visit [www.mpeproc.gov.in](http://www.mpeproc.gov.in) . If clarification is not provided it will be deemed that the provisions of RFP shall prevail.

**Envelop-A** be kept in one sealed envelope in physical form (as well as both the Envelops must be submitted Online, the second envelope (Envelop-B), refers to financial proposal which has to be submitted online only). This envelope should be properly super scribed that this envelope contains EMD and Technical bid and other allied documents against respective bid with due date & time of tender opening as per Bid- Key Dates. This envelope should be submitted physically till date of submission and opening against each bid (as per Key Schedule). Bids received within specified time (e-tender as well as physical submission) shall be opened only on the date/time specified in presence of the bidders or their authorized representatives, whosoever may be present.

The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.

The Bid (both online as well as physical) shall be accepted up to last date of the Bid Submission. The same shall be submitted in the office of the undersigned.

1. Those physically submitted documents will be acceptable and considered, if, same are uploaded on the website along with the financial proposal. Cognizance of other physically submitted documents (if any) shall not be taken.
  2. The physically submitted envelope of documents will be opened first. The tenders received without pre-requisite EMD, tender document fee shall be rejected. The tender documents fees shall not be refunded.
  3. No Proposal will be accepted without valid earnest money deposit and Tender Document fee paid Online.
- Any mismatch, if found in the documents submitted in physical form and that uploaded online, the

documents submitted ONLINE shall be considered final and no justification regarding this shall be entertained by the SPV.

- Technical bid:- Bidders must positively complete online e-tendering procedure at [www.mpeproc.gov.in](http://www.mpeproc.gov.in) . They shall submit the documents as prescribed in the RFP online on the website.

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**Envelop B** (Financial Proposal): - Bidder must submit the financial bid document as per the format given in RFP/available Online and uploaded as per instructions therein. Physical submission of Financial Proposal will not be considered and the proposal will be liable for rejection. The financial proposal of technically qualified bidder shall be opened online at the notified date. The bidder can view the financial proposal/price bid opening date by logging into web-site.

- Atal Indore City Transport Services Limited ,Indore reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- In case, due date for Physical submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Any change/modifications/alteration in the RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit [www.mpeproc.gov.in](http://www.mpeproc.gov.in) web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site of Atal Indore City Transport Services Limited ,Indore. Atal Indore City Transport Services Limited ,Indore shall have no responsibility for any delay/omission on part of the bidder.

## **4.10 Period of Validity of Bids**

### **4.10.1 Validity Period**

Bids shall remain valid for a period of 120 days (one hundred and twenty) after the date of Financial bid opening prescribed by Atal Indore City Transport Services Limited. Atal Indore City Transport Services Limited reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than 120 (one hundred and twenty) days and Atal Indore City Transport Services Limited shall not be liable to send an intimation of any such rejection to such Bidder.

### **4.10.2 Extension of Period of Validity**

In exceptional circumstances, Atal Indore City Transport Services Limited may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the Atal Indore City Transport Services Limited and the response thereto shall be made in writing and such extension of Bid validity period (including extension of Bid Security) by the Bidder should be unconditional. A Bidder may refuse Atal Indore City Transport Services Limited's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of Atal Indore City Transport Services Limited shall not be permitted to modify its Bid and if the bidder refuses the request its bid will not be considered for further evaluation process.



#### **4.11 Address for Bids**

Bids shall be addressed to and sent at the following address:

**The Managing Director**  
**Atal Indore City Transport Services Limited ,**  
**Plot No.30- Residency Area, A.B. Road, Indore -452001(M.P)**  
**Ph no:0731-2499888**  
**email id: [ceo@citybusindore.com](mailto:ceo@citybusindore.com)**

#### **4.12 Deadline for Submission for Bids**

##### **4.12.1 Last Date and Time for Submission**

The Bids must be received by Atal Indore City Transport Services Limited, at the specified address, latest by the deadline as mentioned in the RFP for Submission of Bids. In the event of the specified date which is stipulated as the Deadline for Submission of Bids is declared as a holiday for Atal Indore City Transport Services Limited, the Bids will be received up to the stipulated time on the next working day.

##### **4.12.2 Extension of Deadline for Submission of Bids**

If the need so arises, Atal Indore City Transport Services Limited may, in its sole discretion, extend the Deadline for Submission of Bids. In such an event, all rights and obligations of Atal Indore City Transport Services Limited and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the Deadline for Submission of Bids shall be notified to the Bidders through procedure provisioned in the RFP.

##### **4.12.3 Late Bids**

Any Bid received after the Deadline for Submission of Bids prescribed by Atal Indore City Transport Services Limited will be summarily rejected and returned unopened to the Bidder. Atal Indore City Transport Services Limited shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by Atal Indore City Transport Services Limited.

#### **4.13 Modification and Withdrawal of Bids**

Bidder shall be allowed to modify any part of its Bid or withdraw the bid in its entirety after the Bid submission but only up to the Deadline for Submission of Bids. This shall be done by the bidder through written notice to be put in the tender envelope before the deadline for submission.

#### **4.14 Bid Process – Steps & Evaluation**

##### **4.14.1 Opening of Technical Bids**

The envelope containing EMD shall first be opened. If the EMD is found in order then only Technical Bids received in response to this RFP shall be opened by Atal Indore City Transport Services Limited in the presence of Bidders' representatives who choose to attend the opening of Technical Bid. The Bidders' representatives who are present at such opening shall sign a document evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a

holiday for Atal Indore City Transport Services Limited, the Bids shall be opened at the stipulated time and location on the next working day.

#### **4.14.2 Announcement of Bids**

The Bidder's names, the presence or absence of requisite Bid Security and such other details as Atal Indore City Transport Services Limited in its sole discretion may consider appropriate, will be announced at the opening of Technical Bid. Bids, in the absence of EMD will be considered as non-responsive and solely rejected.

#### **4.14.3 Opening of Financial Bids**

1. After the evaluation of Technical Bid has been completed, Atal Indore City Transport Services Limited shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of Atal Indore City Transport Services Limited in this regard will be final. Financial Bids of those Bidders who do not qualify on the basis of evaluation of their Technical Bids shall not be opened and shall be returned to such bidders as per the procedure set forth in this RFP.
2. Financial Bids shall be opened in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders who have been found to qualify on the basis of their Technical Bids. The Bidder's representatives who are present at such opening of Financial Bids shall sign a register/document evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.

#### **4.14.4 Completeness of Bids & Rectification of Errors**

Atal Indore City Transport Services Limited will examine the Bids to determine whether these are complete, whether these meet all the conditions of the RFP Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the Amount in words shall prevail.

#### **4.14.5 Clarification of Bids**

During evaluation of Bids, Atal Indore City Transport Services Limited may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by Atal Indore City Transport Services Limited before the expiration of the deadline prescribed in the written request for clarification, Atal Indore City Transport Services Limited reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder. The bidder shall not be permitted to modify/amend its bid while providing clarification on issues raised by Atal Indore City Transport Services Limited in its written request. Any attempt by the bidder to modify/amend the bid shall render him liable to forfeiture of EMD by Atal Indore City Transport Services Limited.

#### **4.14.6 Rejection of Bid**

1. A Bid is likely to be rejected by Atal Indore City Transport Services Limited without any further correspondence, as non-responsive, if:-
  - i. Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
  - ii. Bid is not submitted in the bid-forms annexed in the RFP Document; or
  - iii. Bid is submitted by telex, fax or email; or
  - iv. Bid Security does not conform to the provisions set forth in this RFP; or
2. Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.

3. In addition to the foregoing, in the event a Bidder makes an effort to influence Atal Indore City Transport Services Limited in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid. EMD may also be forfeited in such a case.

#### **4.15 Criteria for Evaluation of Bids**

##### **4.15.1 Criteria for Evaluation of Technical Bids**

The Technical Bids shall be evaluated in accordance with the information submitted by the bidder in response to **Clause 4.8.1**.

##### **4.15.2 Criteria for evaluation of Financial Bids**

Financial bids of only those bidders who qualify on the basis of Technical Bid evaluation shall be opened. The Financial Bid shall then be evaluated as per clause stated in **Clause 4.16** "Determination of Successful Bidder"

Atal Indore City Transport Services Limited reserves all the rights related to the opening, evaluation and cancellation of Bids without assigning any reasons thereof.

Atal Indore City Transport Services Limited can accept or reject the financial bids without assigning any reason and decision of the Atal Indore City Transport Services Limited will be final in this regard. In case of any ambiguity while comparing the rates offered by the bidders, Atal Indore City Transport Services Limited reserves all the rights to decide on the issue of identifying selected bidder.

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

The Successful Bidder shall be determined on the basis of Lowest Viability Gap Funding (VGF) or Highest Annual Premium Quoted, without any condition.

The Bid shall consist of a VGF or Annual Premium to be quoted by the Bidder. VGF shall be payable by the Atal Indore City Transport Services Limited to the bus operator as per provisions of the RFP whereas the quoted Annual Premium shall be payable by the bus operator to the Atal Indore City Transport Services Limited within 10 days from the start of each operational year in which will be increased at the rate of 5% per annum compounded annually.

#### **4.17 Discharge of Bid Security of unsuccessful Bidder(s)**

The Bid Security of unsuccessful Bidders will be discharged / returned within 30 (thirty) days of the signing of the Bus Operator Agreement with the Successful Bidder.

#### **4.18 Discharge of Bid Security of successful Bidder**

The Bid security of successful bidder shall be returned after furnishing a performance/bank guarantee as quoted above after the signing the Bus operator Agreement.

#### **4.19 Forfeiture of Bid Security**

The Bid Security of a Bidder shall be forfeited in the following events:

1. If a Bidder withdraws or amends the bid proposal during the period of Bid validity or,
2. In the case of a Successful Bidder, if the Bidder fails to sign the Bus operator Agreement within the stipulated time frames.
3. In the case of any other situation as may be specified in the RFP document.

#### **4.20 Contacting Atal Indore City Transport Services Limited**

Unless specifically requested by Atal Indore City Transport Services Limited for a clarification, no Bidder shall contact Atal Indore City Transport Services Limited on any matter relating to its Bid, from the time of Qualification Bid opening to the time the Bus Operator Agreement is executed with the Successful Bidder.

#### **4.21 Atal Indore City Transport Services Limited's right to accept or reject any and/or all Bids**

Atal Indore City Transport Services Limited reserves the right to accept or reject any Bid in its sole discretion, and to annul the bidding process and reject all Bids without assigning any reason whatsoever at its sole discretion at any time before receiving of a Letter of Acceptance without incurring any liability.

#### **4.22 Award of Contract**

Atal Indore City Transport Services Limited shall award the contract to Successful Bidder as per clause as in **4.16**. Atal Indore City Transport Services Limited shall issue a letter of Intent ("LoI") to the Successful Bidder. Atal Indore City Transport Services Limited shall issue the LoI and the Successful Bidder would be required to submit signed LOA (Letter of Acceptance) as acknowledgement within 7 (seven) days of the receipt of the LoI by the Successful Bidder. In the event the duly signed LoA by the Successful Bidder is not received within the stipulated 7 (seven) days, Atal Indore City Transport Services Limited shall have the option to either extend such time limit for the receipt of the LOA or deduct from the Bid Security of such Successful Bidder an amount which at the sole discretion of Atal Indore City Transport Services Limited is

believed to be the loss and/ or damages suffered by Atal Indore City Transport Services Limited as a result of the delay in providing the acknowledgement. In the event the Successful Bidder fails to submit the LoA, and the next eligible bidder may be considered by Atal Indore City Transport Services Limited on its sole discretion.

#### **4.23 Signing of Bus Operator Agreement**

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Bus Operator Agreement in the form attached hereto in clause 8.8, Form 1.7 of RFP. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Agreement (as aforesaid) and thereafter the Successful Bidder shall commence operation of the buses. The signing of the Bus Operator Agreement shall be completed within 15 (fifteen) days of the issuance of the Letter of Acceptance by the Successful Bidder or within such extended time frame as extended by Atal Indore City Transport Services Limited in its sole discretion. In the event the Successful Bidder is unable to execute the Bus Operators Agreement within the time period, Atal Indore City Transport Services Limited will have the right to withdraw the LOI immediately from the Successful Bidder and at its sole discretion may extend LOI to the next subsequent bidder. Thereafter, the previously appointed Successful Bidder will have no rights and its Bid Security will be forfeited.

For every cluster separate LOI shall be issued and agreement will be entered with successful bidder.

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement. The performance guarantee shall not bear any interest and performance guarantee shall be submitted for each cluster separately.

#### **4.24 Expenses for the Bus Operator Agreement**

Any and all incidental expenses of execution of the Bus Operator Agreement shall be borne by the Successful Bidder.

#### **4.25 Annulment of Award**

Failure of the Successful Bidder to comply with the requirements set forth in this RFP Document and /or the provisions of the Bus Operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

#### **4.26 Failure to abide by the Bus Operator Agreement**

The conditions stipulated in the Bus Operator Agreement shall be strictly adhered to by the Bus Operator and any violation thereof by the Bus Operator may result in termination of the Bus Operator Agreement without prejudice to any rights available to Atal Indore City Transport Services Limited upon such termination as set forth in the Bus Operator Agreement.

#### **4.27 Timeline for Bus Operator**

S. No	Activity	Time Line in days
1	Signing of Bus Operator Agreement	16/01/2018
2	Placing of Purchase Order	25/01/2018
3	Prototype Inspection	15/02/2018
4	Delivery of the Buses	30/04/2018
5	Initiation of Bus Operation	5/05/2018

\*Above dates are indicative in nature, it could be amended/changed as per requirement of the Atal Indore City Transport Services Limited.

## **5 GENERAL CONDITIONS OF CONTRACT**

### **5.1 Application**

These general conditions shall apply to Bus Operator to the extent that provisions in the Bus Operator Agreement do not supersede them.

### **5.2 Standard of Performance**

Bus Operator shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted practices used in the industry and in a professional manner and shall observe sound management, technical and engineering practices.

### **5.3 Performance Guarantee**

The successful operator shall be required to pay at the time of signing of this agreement an amount equal to 3% of the Project Cost of the respective Cluster as Interest free performance guarantee deposit against the obligations of the Atal Indore City Transport Services Limited hereunder or otherwise for each bus. The Atal Indore City Transport Services Limited may, but shall not be obliged, to adjust this deposit bus against any sum payable by the Bus operator hereunder, in which event the operator shall immediately restore the performance deposit to the full amount specified above. Upon successful completion of their agreement, the Atal Indore City Transport Services Limited shall return to the Bus operator the amount of above deposit, less the amount, if any, which has been adjusted against any due receivable by the Atal Indore City Transport Services Limited from or on behalf of the operator. The performance guarantee shall not bear any interest.

### **5.4 Representations and Warranties**

**The Operator represents and warrants to Atal Indore City Transport Services Limited that**

1. Bus Operator hereby represents and warrants that the buses and the services implemented under the Bus Transport System shall be in accordance with the standards laid out in the RFP by Atal Indore City Transport Services Limited and those provided during the term of the agreement;
2. Bus Operator hereby agrees that the above stated Representations and Warranties (i) shall survive the inspection, acceptance and use of buses for the Bus System by Atal Indore City Transport Services

Limited or any other authorized agency; (ii) are for the benefit of Atal Indore City Transport Services Limited and (iii) are in addition to any warranties and remedies to which Atal Indore City Transport Services Limited may otherwise agree or which are provided by law.

3. Bus Operator shall agree that nothing herein contained shall be construed to constitute a partnership between Atal Indore City Transport Services Limited and the Operator, or to constitute either party as the agent of the other and neither party shall hold itself out as such.
4. The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
5. No representation or warranty by it contained herein or in any other document furnished by it to the Atal Indore City Transport Services Limited or to any Atal Indore City Transport Services Limited Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
6. No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Atal Indore City Transport Services Limited in connection therewith
7. {the selected bidder/ Consortium Members and its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement

**The Atal Indore City Transport Services Limited represents and warrants to the Operator that:**

1. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
2. It has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
3. It has the financial standing and capacity to perform its obligations under this Agreement;
4. This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
5. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Atal Indore City Transport Services Limited Instrumentality which may result in any material adverse effect on the Atal Indore City Transport Services Limited ability to perform its obligations under this Agreement;
6. It has complied with Applicable Laws in all material respects;



7. It has good and valid right to the Site, and has power and authority to grant a licence in respect thereto to the Operator.

## **5.5 Assignment**

Bus Operator shall not assign, in whole or in part, any right or delegate any duty under the Bus Operator to any third party, except with Atal Indore City Transport Services Limited's prior written consent.

## **5.6 Provision of the buses**

1. The Bus operator shall ensure that the buses are as per the specification given by the Atal Indore City Transport Services Limited in the RFP and are operated and maintained, on the basis as per the time schedule given in the bus operator Agreement and/or any amendments is/are directed by the Atal Indore City Transport Services Limited to ensure proper upkeep of buses and timely operation of buses.
2. If at any time during performance of the Bus Operator Agreement, Bus Operator should encounter conditions impeding the timely performance of the services under the Bus Operator Agreement, Bus Operator shall promptly notify Atal Indore City Transport Services Limited in writing of the fact and reasons for such occurrence. As soon as practicable after receipt of Bus Operator's notice in this behalf,

Atal Indore City Transport Services Limited shall evaluate the situation and may at its discretion extend Bus Operator's time for performance of Bus Operators obligations under the Agreement. or may take any appropriate measures to ensure successful performance of the bus services. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Bus Operator Agreement as may be mutually agreed to between the parties.

## **5.7 Quality Check & Acceptance of buses**

The buses offered by the Successful Bidder shall be inspected, in accordance with the Quality Check/Specifications as mentioned in the RFP, by Atal Indore City Transport Services Limited or its authorized agency before initiating the operations of the Bus Service as mentioned in the contract.

## **5.8 Revenue Sources: Fare Structure & Collection System, Advertisement on Buses & Revenue**

### **5.8.1 Fare structure & collection system**

Fare structure will be as per the fare approved by the competent authority of state government, which shall be revised as per rules/policy by the Competent Authority. For detailed Fare Structure refer Annexure 8.16.

#### **1. Fare collection system:**

The fare will be collected by the conductors appointed by the operator from the users of the services by issuing the paper ticket from hand held electronic ticket vending machine as approved/finalized by Atal Indore City Transport Services Limited. The cost of purchasing/ maintaining/ replacement of the ticket vending machine will be borne by the operator. Fare collected from the users on the buses will be retained by the operator and Atal Indore City Transport Services Limited will have no share in such revenue.

Base fare will be decided by the competent authority shall be revised as per automatic fare revision



mechanism.

Fare structure will be as per the fare approved by the competent authority of state government, which shall be revised as per Automatic fare revision formula taking fuel price, wholesale price index and labor price index into consideration having 40%, 40% and 20% weight, respectively as per formula mentioned below by the competent authority:

$$F_n = [(999F_{Pn}-F_{Po})/ F_{Po}) \times .4 + ((WPI_n-WPI_o)/ WPI_o \times .4 + ((LPI_n-LPI_o) / LPI_o) \times .2) \times F_o] + F_o$$

Where:

$F_n$  = New Fare  
 $F_o$  = Old Fare  
 $F_{Pn}$  = New Fuel Price  
 $F_{Po}$  = Old Fuel Price  
 $WPI_n$  = New Whole Price Index  
 $WPI_o$  = Old Wholesale price index  
 $LPI_n$  = New Labour Price Index  
 $LPI_o$  = Old Labour Price Index

## 2. Pass System:

All rights to issue and to decide cost of various kinds of passes will remain with Atal Indore City Transport Services Limited. Revenue generated through such passes will be shared between Atal Indore City Transport Services Limited and the operator in the **ratio of 10:90**. Passes shall be issued for Intra City Services only or as decided by both the parties as per mutual consent. Atal Indore City Transport Services Limited will bear subsidy cost of pass system which will give to senior citizen, freedom fighter, physically handicapped, students.

### 5.8.2 Advertisement revenue and sharing

The Atal Indore City Transport Services Limited shall have exclusive right to advertise the space on the passenger coaches as under. The agency for advertisement shall be fixed by Atal Indore City Transport Services Limited through open tenders.

1. Inside the bus: - At places decided by Atal Indore City Transport Services Limited.
2. Outside the bus: - At places decided by Atal Indore City Transport Services Limited.

The Advertisement revenue so obtained from the advertisement contract shall be shared in the ratio of **10:90** between the Atal Indore City Transport Services Limited and the operator i.e. Atal Indore City Transport Services Limited shall receive 10% of advertisement revenue.

## 5.9 Implementation

Operator shall make the buses available after due inspection, registration etc. complete with all documents, certificates as required as per the schedule given in the agreement, and shall commence their operations as per the duty schedule, on routes, trips etc. as directed by Atal Indore City Transport Services Limited or authorized representative from time to time. Co-ownership of the Buses will not be allowed.

### 5.10 Right to Inspect buses, Support Facilities and Documents/Records

1. Atal Indore City Transport Services Limited reserves the right to inspect/arrange inspection through an

authorized agent of any bus and support facility used/provided by Bus Operator

2. Atal Indore City Transport Services Limited reserves the right to inspect/ arrange inspection through an authorized agent of any all relevant documents/ records of bus operations / records including the books of accounts of statutory payments like, Service Tax, etc. of Bus Operator at any time to monitor compliance with Bus Operator obligations.

### **5.11 Ownership & Protection of Property**

Atal Indore City Transport Services Limited shall retain the title and ownership of any site/land allotted by Atal Indore City Transport Services Limited to Bus Operator for purposes of carrying out Bus Operators obligations in relation to bus operation. Such title and ownership of Atal Indore City Transport Services Limited in respect of any such site/land shall not pass to Bus operator.

### **5.12 Intellectual Property Rights**

Atal Indore City Transport Services Limited may in its sole discretion allow the use of any and all buses used specifically for Atal Indore City Transport Services Limited in relation to the bus operations by bus Operator to a third party for the purpose of advertisements etc. inside/outside the buses. However, the interest of the Bus Operator as per provisions in the RFP shall be protected'

### **5.13 Suspension**

On the occurrence of any of the following events, Atal Indore City Transport Services Limited shall by a 15 days written notice of suspension, suspend any agreements as set forth in the Bus Operator Agreement which may have been granted to the Bus Operator there-under:

1. In the event and to the extent Atal Indore City Transport Services Limited is required to do so by any direction/instruction of the Atal Indore City Transport Services Limited or any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), Guideline (s) or court order.
2. In the event Bus Operator fails to perform any of its obligations under the Bus Operator Agreement as required (including the carrying out of any services there-under).
3. if the direction, instruction, or order issued by Atal Indore City Transport Services Limited related to bus operation and maintenance is not complied/adhered with

Any such notice of suspension issued by Atal Indore City Transport Services Limited to Bus Operator shall specify the nature of the failure and may request the Bus Operator to remedy such failure within a specified period, as stated in the notice suspension notice, Atal Indore City Transport Services Limited may remove any such suspension after remedying by the operator or after imposing penalty or taking other appropriate actions as per provisions of the RFP.

Failure to remedying by the operator may lead to termination of the contract and on termination of contract performance guarantee and bank guaranty towards VGF should be forfeited.

### **5.14 Term of Bus Operator Agreement**

The total term of the bus operator agreement shall be 7 (seven) years Commencing from the bus operation date.

### **5.15 Termination for Default**

1. Without prejudice to any other rights available to Atal Indore City Transport Services Limited for breach

of contract or otherwise Atal Indore City Transport Services Limited may in its sole discretion terminate the Bus Operator Agreement in whole or in part if:

- i. Bus Operator fails to perform any of Bus Operator "s obligations set forth in the Bus Operator Agreement; and / or
- ii. Bus Operator fails to adhere to the timelines set forth in the Bus Operator Agreement for performance of Bus Operator's obligations there under; and / or
- iii. Bus Operator fails to comply with the applicable laws, rules, regulations, and directions by the Atal Indore City Transport Services Limited.

Atal Indore City Transport Services Limited shall however issue a 15 days show cause notice before actually terminating the contract and will allow the Bus Operator to respond to such show cause notice.

2. In any of the above mentioned conditions, Atal Indore City Transport Services Limited shall have the right to invoke the Performance Guarantee and bank guarantee towards VGF.
3. If Bus Operator, having been notified, fails to remedy the defect(s) within a timeframe specified in the RFP towards Service Level, Atal Indore City Transport Services Limited may proceed to take such remedial action as may be necessary, at Bus Operator's risk and expense and without prejudice to any other rights which Atal Indore City Transport Services Limited may have against the Bus Operator under the Bus Operator Agreement. The Operator shall also be black listed for a period of 10 years, if the Agreement is terminated because of fault or insolvency of the Operator.

At any time during the Validity Period, the Performance Security is partially or completely en-cashed by the Authority in accordance with the provisions of this Agreement, the Operator shall within [15 (fifteen) days]of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority will be entitled to terminate this Agreement.

#### **5.16 Termination for Insolvency, Dissolution etc**

Atal Indore City Transport Services Limited may at any time terminate the Agreement by giving written notice to Bus Operator without any compensation to Bus Operator , if Bus Operator becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the Atal Indore City Transport Services Limited, provided that such termination will not prejudice any other rights of Atal Indore City Transport Services Limited. In the case of such an event, provisions of this section shall be applicable.

This agreement shall be executed on the understanding that there will be no change in the legal and beneficial ownership of the Operator. If the Operator is a partnership firm or corporate body and there is any change in the composition of partners/directors or their profit sharing ratio/ shareholding pattern, the Operator shall be required to obtain the prior permission of such change from the Atal Indore City Transport Services Limited. In case of failure to obtain the permission, the same shall be treated as default by Operator and the consequences for non-fulfillment of obligations shall follow provision of termination will be applicable.

#### **5.17 Force Majeure**

1. Atal Indore City Transport Services Limited shall not forfeit Bus Operator's Performance Guarantee or charge liquidated damages or terminate the Bus Operator Agreement for default, if and to the extent that delay in performance or failure to perform Bus Operator's obligations under the Bus Operator Agreement is the result of an event of Force Majeure.
2. For purposes of this Clause "Force Majeure" means an event beyond the reasonable control of Bus Operator. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions

and freight embargoes etc.

3. If a Force Majeure situation arises, Bus Operator shall promptly notify Atal Indore City Transport Services Limited in writing of such conditions and the cause thereof with supporting documents. Unless otherwise directed by Atal Indore City Transport Services Limited in writing, Bus Operator shall continue to perform its obligations under the Bus Operator Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **5.18 Surrender of Route by the Operator**

Anyway surrender of route shall not be permitted if any specific route is surrendered it will also lead to surrender of cluster and agreement will be terminated. In case an Operator chooses to surrender the route allotted as per the Agreement before completion of the term then the Performance Guarantee and bank guarantee towards Viability gap funding given by the Operator shall be invoked and amount forfeited.

#### **5.19 Preference to the operator:**

In case of increase in number of buses during the tenure of this agreement period, the successful bidder shall be given preference to operate the buses on the routes awarded to him under this agreement, on the same terms and conditions as floated in RFP for New Buses, with a provision of first right to accept or reject to the existing operator.

#### **5.20 Payment of Premium**

The annual premium so accepted in favor of the operator shall be deposited by the operator directly in the Bank Account of Atal Indore City Transport Services Limited within 10th day of every Operational Year in advance. The bank Account no. shall be informed through the letter of acceptance of the bid. The photo copy of the deposit receipt shall have to be handed over to designated authority of Atal Indore City Transport Services Limited on the next day. Failure to do so will be deemed as nonpayment of premium and action as per relevant provisions of the Agreement shall be taken." A Levy of interest on delayed payment of premium.

It is agreed and understood by the Parties that in the event the operator's delays in payment of the amounts due to Atal Indore City Transport Services Limited under this Agreement, then without prejudice to other rights of Atal Indore City Transport Services Limited, Atal Indore City Transport Services Limited will be entitled to claim interest on the overdue amounts @ 5% ( five percent) per month. However a grace period of five days that is up to fifteenth day of the subsequent year will be allowed. In case the premium is not deposited within the grace period, the interest will be charged from the first day of the month for which the premium pertains besides taking action to en-cash Performance Guarantee at the operator's risk and costs.

#### **5.21 Bus Operator not to benefit from Commissions Discounts etc**

The payment to the Bus operator shall constitute the Bus operator's only payment in connection with this Contract and Bus operator shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bus operator shall use its best efforts to ensure that any Sub-contractor, staff, etc of the bus operator shall not receive any such additional payment. The bus operator will not charge in excess of fare as decided by the competent authority.

## **5.22 Bus Operator and affiliates not to engage in certain Activities**

The Bus operator agrees that, during the term of this Contract and after its termination, the Bus operator and any entity affiliated with the Bus operator as well as any Sub-contractors only for maintenance purposes shall be disqualified from providing bus related services which may affect smooth execution of the services. Encumbrances on buses not allowed without prior permission from the Atal Indore City Transport Services Limited.

## **5.23 Notification of Claims**

The Operator shall give each other prompt notice of any claim relating to any insurance affecting the Project Facilities and Buses together with full details of the incident giving rise to such claim.

## **5.24 Representation and Warranties of Operator**

Operator hereby represents, assures, confirms and undertakes to Atal Indore City Transport Services Limited as follows:

1. That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
2. That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement;
3. That each of its employees, workmen, personnel and staff (including sub-contractor) assigned to perform services as enshrined in this Agreement shall have proper skill, training and background for his/her level of competence so as to be able to perform and fulfill his/her responsibilities in a competent and professional manner. Further, all remuneration, salary, costs and expenses of such employees, workmen, personnel and staff shall be borne solely by the Operator;
4. Nothing in this Agreement conflicts with its memorandum and articles of association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
5. This Agreement will be valid, legal and binding against it under the Indian Law.

## **5.25 Severability**

If any provision of this Agreement shall be declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

## **6 SCOPE OF SERVICES**

### **6.1 Duties/ responsibilities of bus operator towards operation of buses**

1. The operator to deploy new fleet.
2. 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, if, after the date of this Contract, there is any change in the Applicable Laws in Madhya Pradesh and in India with respect to taxes and duties, it shall be completely borne by the Bus Operator.
3. The operator shall ensure that vehicles are plied by authorized drivers holding heavy Commercial Vehicle Driving License for at least 3 years and other conditions lay down by State Transport Authority/MV Act/ Atal Indore City Transport Services Limited/ Traffic Police.
4. The driver and conductor shall be required to wear the uniform as approved by SPV, with the SPV badge displayed on the left side of his chest. SPV logo, Bus route map will have to be displayed on the vehicle along with route descriptions.
5. The driver and conductor deployed shall bear high moral character and shall be courteous and polite to the commuter and other competent authority.
6. All drivers and conductors shall be required to undergo regular training and/or refresher courses as prescribed by Atal Indore City Transport Services Limited. The cost and expenses in respect of such refresher courses for drivers shall be borne by the operator.
7. Proper tickets shall be issued to the passengers for the fare paid as per the fare decided by Atal Indore City Transport Services Limited/Competent Authority. The cost of printing of the tickets and ticket issuing vending machines will be borne by the operator. For every vehicle they shall have 2 Vending machines, operator will have minimum 20% of the total vending machines, in stock as reserved.
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/Instruction issued by the Atal Indore City Transport Services Limited/competent authority 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 or local or special laws or any statutory control order and rules made there under. The vehicle shall be kept neat and clean at all times during the operation. In case of noncompliance of the same by the operator, a fine shall be imposed on the operator as per clause 6.2
9. The Operator shall ensure that the vehicle stops to pick up and allow the passengers to get off at the designated Bus Stop.
10. First Aid Box shall be provided, as per applicable rules, in the vehicle and 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 and act 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 with in cluster assigned to the operator during the term of the Contract with mutual consent & approval of Aictsl Indore or as per requirement of Atal Indore City Transport Services Limited, however it subject to send a detail report of with the supporting document to Atal Indore City Transport Services Limited for reason of change.
13. The staff employed by the successful operator shall not be construed to be the employees of Atal Indore City Transport Services Limited and as such shall have no rights and / or claims against Atal Indore City Transport Services Limited and Atal Indore City Transport Services Limited shall not be liable for any acts or omissions on the part of the staff/employee of the successful operator.
14. To arrange for regular preventive maintenance and break down repairs as per Service Schedule of the original equipment manufacturer etc. through an annual maintenance contract with the bus manufacturer or his authorized dealers or through other well equipped workshops or maintain at his own cost. If he maintains on his own, then for every cluster. Operator has to engage minimum 5 staff comprising of 1 electrician 2 mechanics and 2 helper.
15. The Bus Operator must deliver to Atal Indore City Transport Services Limited 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 Atal Indore City Transport Services Limited. The certification for each vehicle must include the following:-
  - i. 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 Atal Indore City Transport Services Limited/OEM, companies/bus manufacturing companies duly completed and in magnetic and printed form.
  - ii. 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.
  - iii. The bus operator will 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 Atal Indore City Transport Services Limited. For this purpose, the bus operator is obliged to make available to Atal Indore City Transport Services Limited 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, Atal Indore City Transport Services Limited will conduct frequent checks for compliance of the maintenance & roadworthiness of each contracted bus. This evaluation may be done by the Atal Indore City Transport Services Limited or/and its authorized representative. The schedule of the routine checks\* will be as follows:
  - i. In first year of contract: once in a year
  - ii. 2nd, 3rd and 4th years of contract: twice in a year
  - iii. 5th year and onwards of contract: thrice in a year
  - iv. A log will be maintained by the Atal Indore City Transport Services Limited and copy shall be made available to the Operator in format as prescribed by SPV. Atal Indore City Transport Services Limited can check the fleet, as and when, it feels so to ensure proper upkeep and maintenance of the fleet.
17. After evaluation of the buses, Atal Indore City Transport Services Limited will issue a status report and



instructions for the maintenance of each bus and direct operator to take necessary action on these instructions. And if instructions are not complied then penalty under clause 6.2 will be imposed.

18. Operator will have to comply with various instructions issued by the Atal Indore City Transport Services Limited within the stipulated time frame as decided by the Atal Indore City Transport Services Limited any extension in the compliance duration will be at the discretion of the Atal Indore City Transport Services Limited. In case of non-compliance of such instructions within the stipulated time frame, it will attract penalties as per Clause 6.2.

In case of non compliance of instructions regarding maintenance of the fleet the Atal Indore City Transport Services Limited may carry out such maintenance activity at its own cost which shall be recovered from the operator which shall not be subject to any dispute. In case of non-payment of such expenses, appropriate action will be taken under the suspension and termination clause of the RFP.

19. All cost / penalties, if any imposed for committing Traffic/Tax Offences shall be borne by the Operators.
20. To keep the Buses road-worthy in accordance with the provisions of the Central/State Motor Vehicles Acts/Rules and other applicable regulations the operator shall carryout necessary repairs and maintenance 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 on behalf of the Atal Indore City Transport Services Limited. The log books shall be produced for inspection to the officials of the Atal Indore City Transport Services Limited as and when demanded.
21. To ensure the Insurance of the Buses is kept alive including covering third party and commuter risk during the entire terms of the Contract.
22. To produce the Buses for inspection by Atal Indore City Transport Services Limited officials at the time of Selection and also subsequently as and when required by Atal Indore City Transport Services Limited.
23. In the event of vehicle getting damaged beyond repair, to arrange for replacement of vehicle.
24. To display the photographs of the authorized drivers with particulars/antecedents duly verified from the police, along with character certificate inside the vehicle.
25. To ensure the proper speed limits for different routes as may be notified by the competent authority.
26. To ensure compliance with the scheduled operation as prescribed by Atal Indore City Transport Services Limited from time to time.
27. 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.
28. To abide by all statutory provisions including those made under various labour enactments.
29. Atal Indore City Transport Services Limited shall not be liable for any criminal and/or civil liability arising out of any accident or any action of tort arising out of this Bus operation and in such cases the operator shall be responsible for defending the driver in the criminal and /or civil court. The operator will indemnify Atal Indore City Transport Services Limited against any such act. Proper records shall be maintained by operator and yearly certificate submitted to Atal Indore City Transport Services Limited.



30. To meet all stipulated inspection schedules by State Holding Company/SPV/State Transport Authority from time to time.
31. Payment for Comprehensive Insurance Policy will be made by the Bus Operator, 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 Policy.
32. To submit, information, data, returns, reports, certificates etc. as per the requirements of Atal Indore City Transport Services Limited, from time to time at the defined place and within the stipulated time in relation to provisioning and operation of buses.
33. To allow adequate supervision of the execution of the contract by Atal Indore City Transport Services Limited or by the auditors, inspectors and supervisors appointed by Atal Indore City Transport Services Limited allowing full and unrestricted access to any installation, equipments, buses and information by personnel authorized by Atal Indore City Transport Services Limited.
34. To maintain adequate conditions of cleanliness and security of the buses. The bus operator shall also ensure that:
  - i. 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 and the advertisement displayed on the buses. In order to avoid discoloration etc., he will have to paint the bus (inside & outside) at least once in two years.
  - ii. There is no fixing of any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus without prior approval of Atal Indore City Transport Services Limited. The Bus signage's inside and outside the buses shall be maintained by the Bus operator.
  - iii. 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 and safety.
35. All passenger information system, devices, gadgets are in perfect functional condition.
36. The visits by Atal Indore City Transport Services Limited authorized representative to the bus parking/holding/workshop areas for inspection of buses/ premises are conducted without any hindrance and the bus operator provides all the supports for such visits.
37. Buses are not transferred to any other person/owner/ agency without written permission of Atal Indore City Transport Services Limited; and benami operations are not performed.
38. The constitution/provision of the entity providing buses/ services as agreed are not amended without express and written permission of Atal Indore City Transport Services Limited.
39. The operator shall follow the Schedule of preventive maintenance, services and major overhauls according to the number of kilometers traveled 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. Buses will be maintained as per maintenance scheduled as per RFP.
40. The operator will have to submit the Electronic Ticket Machine (ETM) report to Atal Indore City Transport Services Limited on monthly basis or as and when required. If ETM is found tampered with or reports are not up to mark or found tampered with, it may lead to suspension of the contract.

41. The Operator has to ensure due maintenance of the Buses and Depot and bear all expenses towards maintenance of the Fleet and Depot throughout the Total Contract Period towards maintenance and not claim any additional expenses and Atal Indore City Transport Services Limited shall not entertain any such reimbursement claims including any taxes relate to it.

## **6.2 Fines/penalties for deficiency in service quality:**

Fines/penalties for deficiency in service quality levels and in other service related parameters shall be leveled as per details given in the clause 8.12. These fines and penalties shall be paid by the successful bidder/operator within stipulated timeframe from the date of imposition of the fine or else it shall be recovered from the dues payable to the service operator, if recovery as above is not possible for any reason then the Atal Indore City Transport Services Limited shall invoke the performance guarantee and recover the dues. These fines/penalties shall be over and above any other fines / penalties imposed by enforcement agencies/police etc. Atal Indore City Transport Services Limited shall also be free for any other action as deemed fit in different cases.

Atal Indore City Transport Services Limited will prepare and will send to the Operator a written notice imposing the penalties, as and when the circumstances so arise, together with an explanation of the facts identified

## **6.3 Advertisement on buses:**

The Atal Indore City Transport Services Limited shall have exclusive right to advertise the space on the passenger coaches as under. The agency for advertisement shall be fixed by Atal Indore City Transport Services Limited through open tenders.

1. Inside the bus - At places decided by Atal Indore City Transport Services Limited
2. Outside the bus: - At places decided by Atal Indore City Transport Services Limited.

The Advertisement revenue so obtained from the advertisement contract shall be shared in the rate **of 10:90 between the Atal Indore City Transport Services Limited and the operator i.e. Atal Indore City Transport Services Limited shall receive 10% of advertisement revenue.**

## **6.4 Parking Places**

1. The Atal Indore City Transport Services Limited will arrange for the parking place for Buses, as per availability of land/depot. The bus operator shall maintain and operate the bus parking place at his risk. No temporary/ permanent structure will be erected without prior and explicit written approval of Atal Indore City Transport Services Limited.
2. In the identified locations for bus terminals, Atal Indore City Transport Services Limited may provide minimum civil infrastructure required for Maintenance/ operations of buses at its own cost. Instruments required for maintenance/ service operations of buses shall be provided by the bus operator at its own cost. The electric/ water connection and consumption used by a particular operator, the charges in respect of that shall also be the responsibility of the bus operator.
3. On expiry/termination of contract all infrastructure developed by Atal Indore City Transport Services Limited/ operator will be transferred to Atal Indore City Transport Services Limited free of cost.

## **6.5 Rights and obligations of the Bus Operator**

As a consequence of the agreement between Atal Indore City Transport Services Limited and the bus operator, the bus operator shall have following rights:

1. The right to use, the terminals along with civil infrastructure as provided by Atal Indore City Transport Services Limited for maintenance/service of buses on a non-exclusive basis.
2. The right to receive and dispose of freely the revenues it may receive as a result of the bus operation after carrying out duties and obligations as mentioned under the terms and conditions of the RFP.
3. The first right of acceptance or refusal, for increase of the fleet plying on the given route shall lie with the Successful Bidder, provided he agrees to match the H1/L1 Bidder, as the case may be, in the subsequent bidding for the additional fleet.

## **6.6 Rights and obligations of Atal Indore City Transport Services Limited**

### **6.6.1 The rights of Atal Indore City Transport Services Limited**

The rights of Atal Indore City Transport Services Limited shall include, without limitations, the following.

1. The right to keep the overall control on the system ownership of the System, and therefore, that this ownership be recognized and honored by the bus operator
2. The right to effectively supervise monitors and evaluates the Infrastructure planning and buses as well as the Bus Transport System.
3. The right to determine the daily operational planning of the System and services of the transport activity to be performed by the bus operator.
4. The right to exercise control of the Bus System operation.
5. The right to levy penalties, fines, etc. and recover the same from the dues payable to the bus operator and or any other funds of the bus operator available with the Atal Indore City Transport Services Limited.
6. The right to obtain VGF Guarantee/Performance Guarantee of the value determined by Atal Indore City Transport Services Limited for performance of the contract.
7. The right to issue to the bus operator, its employees, agents and contractors, the operating instructions which it may deem convenient in order to guarantee the operational-ability, safety, quality and functionality of the System.
8. The right to receive income from collateral exploitations of the System, except as expressly provided in this contract.
9. The right to supervise the performance and execution of this contract, and to have access to the documents and information where the bus operator's activities are recorded or expected to be recorded
10. The right to determine the future developments of Public Transport Services by the Atal Indore City Transport Services Limited, in the public interest.

The right to supervise and demand proper provisioning of operational arrangements and services for additional fleet from the Operator.

### **6.7 Obligations of Atal Indore City Transport Services Limited**

The contract awarded to the bus operator establishes the following obligations on Atal Indore City Transport Services Limited

1. To effect, either itself or by proxy, the management, planning and control activities of the Bus System to

enable the bus operator to perform the transport activity object of this contract.

2. The Atal Indore City Transport Services Limited will deliver to bus operator, manuals and minimum standards recommended by the manufacturers or suppliers of the vehicle or by Atal Indore City Transport Services Limited. The inspection procedure as per frequency and type of inspection for each technical condition specified for the vehicle shall be followed by the operator.

## **6.8 Legal Regime**

This contract shall be governed by the civil and commercial norms as applicable in the State of Madhya Pradesh, India, except in matters particularly regulated by law, the norms and decrees replacing, supplementing or amending same and as provided in all other consistent regulations which may be applicable.

The legal jurisdiction of this contract and any matter related thereto shall exclusively be at the district courts of Indore city.

## **6.9 Dispute Resolution**

### **6.9.1 Amicable Resolution**

1. Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties, in accordance with the procedure set forth in sub-clause (2) below.
2. Either Party may require the Dispute to be referred to the Managing Director (MD) Atal Indore City Transport Services Limited for amicable settlement. Upon such reference, both the Parties and the MD or his nominee (who may or may not be an employee of Atal Indore City Transport Services Limited) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement, the same shall be brought to the notice of Managing Director Atal Indore City Transport Services Limited, Indore Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties.

If the Dispute is not amicably resolved as above, either Party may refer the Dispute to arbitration in accordance with the provisions of the RFP

### **6.9.2 Arbitration**

#### **1. Arbitrators**

Any Dispute which is not resolved amicably as provided in RFP shall be finally settled by Divisional Commissioner Indore of Indore Division as Arbitrator. Both the parties agree to Divisional Commissioner, Indore of Indore Division as Arbitrator in case the dispute is not resolved amicably. .

#### **2. Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. *The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal.* The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral

award may be entered in any Court having jurisdiction thereof.

### **3. Performance during Arbitration**

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### **6.9.3 Tax Regime of the Contract**

The tax matters of this contract will be governed in accordance with the following:

1. The execution of this contract will be in accordance with the provisions of applicable tax regulations of the State of Madhya Pradesh and Government of India
2. All existing taxes, duties and contributions imposed at the National level, State level or by any territorial entity or any other authority, and which accrue as a result of the execution, signature, performance, compliance or liquidation of this contract will be assumed / borne by the bus operator.
3. The existing taxes, duties or contributions imposed on the title of the assets delivered under administration if any, will be assumed / borne by the bus operator as of the date of the Delivery Certificate of the assets, if any, whether provisional or final.

### **6.9.4 Liquidated Damages for the delay**

In case of delay in execution of Bus Operator Agreement or work as per the said agreement liquidated damages not exceeding an amount to 5 % (five percent) of the VGF sought / Annual Premium offered, will be imposed every week if the grounds of delay not justified.

### **6.9.5 ESCROW Arrangement:**

The successful Bidder shall open a banking current account named as "Respective City Respective Cluster Stage Carriage Operations - Escrow Account" with any of the Scheduled National Bank of India where all the ticketing revenue collection from the operation of the asset as well as revenue from advertisement and passes shall be deposited on daily basis. The operator will have to open an Escrow account thorough which the transaction between the Atal Indore City Transport Services Limited and the operator will happen. This mean the VGF that would be transferred by the client to the operator or the Premium that would be submitted by the operator to the client would be done through this escrow account.

Hierarchy of Withdrawals (Waterfall Mechanism) in order of priority shall be Taxes, Operations Cost, Repayment to Bank, Premium to Atal Indore City Transport Services Limited

Other expenses. This Waterfall Mechanism shall be followed by the Operator at all the times during the Agreement Period. For detailed ESCROW Arrangement refer Annexure 8.11

## **7 BUS SPECIFICATIONS AND CLUSTER DETAIL**

The intra city buses shall be Midi buses in million plus project cities and midi/mini buses for other project cities. As intercity operation is concerned Standard/midi buses shall be deployed for distance up to 75 kms and beyond that, standard buses (AC/Non AC) shall be deployed as per applicability. Buses must comply with provisions of Bus Body Codes in Motor Vehicle Rules (MVR) as applicable in the State of Madhya Pradesh. For detailed bus specifications and clusters refer Annexure 8.12 and 8.14 respectively.

## 8 ANNEXURES

### 8.1 Format for covering letter (form- 1.1)

Date:

The Managing Director

Atal Indore City Transport Services Limited ,

Indore (M.P)

**Sub: Submission of Bid comprising Bid Security, Technical and Financial Bids for “Selection of Bus Operator for Bus Transport System in Indore on Operate and Maintain and Basis”**

Dear Sir,

1. We are submitting this Proposal for “Selection of Bus Operator for Bus Transport System in Indore on Operate, and Maintain Basis”, in conformity with the RFP Document issued by the Atal Indore City Transport Services Limited.
2. Having examined the RFP Documents, for the execution of the Bus Operator Agreement for the captioned operations, we the undersigned offer to adhere to all the terms and conditions as specified in the RFP & document.
3. This Bid and your written acceptance of it shall form part of the Bus operator Agreements to be signed between the Successful Bidder and the Atal Indore City Transport Services Limited (Atal Indore City Transport Services Limited). If nominated as Successful Bidder, we understand that it is on the basis of the technical & financial criteria as per RFP document. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.
4. We agree that
  - a. if we fail to provide required services to the Atal Indore City Transport Services Limited for carrying out the operation and Maintenance of buses for Bus Transport System project in Indore city or
  - b. If we fail to meet the obligations and/or technical specifications

And / or the performance standards according to the conditions/ stipulations of the RFP/ Bus Operator Agreement, Atal Indore City Transport Services Limited shall be at liberty to take action in accordance with the RFP/Bus Operator Agreement.

5. We undertake, if our Bid is accepted, to completely discharge our obligations, commence operations and manage as per the RFP
6. We agree to abide by this Bid for a period of 120 days from the Due Date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. In the event of our Bid being accepted, we agree to enter into a formal Bus Operator Agreement with you incorporating the conditions of the Bid including the draft Bus Operator Agreement thereto annexed and written acceptance thereof.
8. We agree, if our Bid is accepted, to pay Performance Security to Atal Indore City Transport Services Limited as specified in the RFP within 17 days from the issue of the Letter of Intent (LOI) and amount performance Security as and when it becomes due from us.



9. We agree that if we fail to fulfill any of the conditions mentioned above, Atal Indore City Transport Services Limited has the right to forfeit / invoke the Bid Security being furnished by us along with this Bid.
10. We understand that Atal Indore City Transport Services Limited is not bound to accept any or all the Bids it may receive.
11. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Successful Bidder.
12. We declare that in the event that Atal Indore City Transport Services Limited discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

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

(Name of the authorized person) \_\_\_\_\_

(In the capacity of) Atal Indore City Transport Services Limited Seal  
\_\_\_\_\_

(Name of firm) Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## 8.2 Format for letter of undertaking (Form- 1.2)

On the Letterhead of the Bidder

**{Notarization is required}**

**Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted  
(On a Stamp Paper of relevant value)**

**[All Consortium Members should provide in case Bidder is a Consortium]**

### **Anti-Blacklisting Certificate**

M/s. .... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate (insert "Associate" in case Bidder is taking credit for meeting qualification criteria) are not barred by Government of Madhya Pradesh(GoMP)/any other entity of GoMP or blacklisted by any state government or central government / department / Local Government agency in India from participating in Project/s, either individually or as member of a Consortium and black listing is not effective on the bid due date \_\_\_\_\_(Bid Due Date)

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this.....Day of ....., (Year).

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

### 8.3 Format for power of attorney for the bid signatory (Form- 1.3A)

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, [name of the Company], a Company incorporated under the Companies Act 1956/2013, having its Registered Office at .... [Address of the Company] (Hereinafter referred to as "Bidder"):

WHEREAS in response to the Request for Proposal (RFP) for establishing City Bus Service on Operate and maintain Basic in Indore City, the Bidder is submitting Bid Comprising Technical and Price Bids on behalf of the Sole Applicant/ JV/Consortium for of buses for Bus Transport System in Indore City to The Managing Director, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Atal Indore City Transport Services Limited deems it expedient to appoint Mr. \_\_\_\_\_ Son of \_\_\_\_\_ Resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Atal Indore City Transport Services Limited.

NOW KNOW WE ALL BY THESE PRESENTS, THAT \_\_\_\_\_ [name of the Bidder] do hereby nominate, constitute and appoint... .... [name & designation of the person].....as its true and lawful Attorney so long as he is in the employment of the Bidder to do and execute all or any of the following acts, deeds and things for the Bidder in its name and on its behalf, that is to say :

To act as the Bidder's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said proposal and other relevant documents in connection therewith;

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

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

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

Authorized Signatory	Authorized Signatory
----------------------	----------------------

#### 8.4 Format of power of attorney to Lead Member of Consortium (Form 1.3B)

##### {On Requisite Stamp Paper}

Whereas the Managing Director Atal Indore City Transport Services Limited , has invited bids from interest parties for the Selection of Bus Operator for Bus Transport System In Indore (On Cluster Basis) Of Madhya Pradesh On Operate and Maintain Basis. Whereas, \_\_\_\_\_ and \_\_\_\_\_ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s \_\_\_\_\_ having our registered office at \_\_\_\_\_, and  
M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and  
(hereinafter collectively referred to as the Bidder ) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE Bidder ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20....

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

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

For .....

(Signature, Name & Title)

(Executants)

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

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Witnesses:

1.

2.

## 8.5 Application form (Form- 1.4)

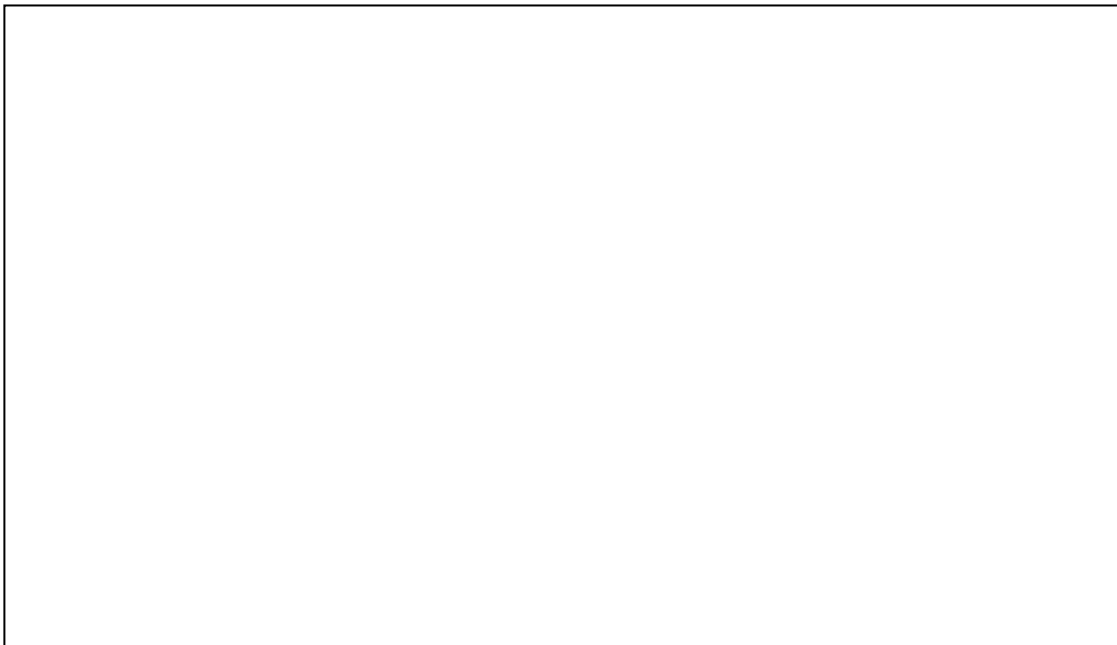
### 8.5.1 General Information

1	Name of firm	
2	Type of Applicant a) an individual b) a proprietor firm c) a firm partnership d) Limited Atal Indore City Transport Services Limited or Corporation. e) JV/Consortium Others (Specify (.....))	
3	Head office address	
4	Contact No:	
5	Mobile No:	
6	Fax No:	
7	Email id:	
8	Place of incorporation	
9	Year of incorporation	
10	Registration Number	
11	EMD (Details) i. Amount ii. DD No/Bank Guarantee No. iii. Name of Bank and branch	

**\*For each cluster separate EMD has to be submitted**

### 8.5.2 Structure and Organization

Attach the organization Chart showing the structure of the Organization, including the Names of the Directors and Position of offers.



### 8.5.3 Personnel Capabilities

S.No.	Name & Address of Employee	Qualifications	Post held	Date of Employment
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Seal & Signature of the Bidder



## 8.6 Format for financial capability (Form-1.5)

Information may be provided in the following format:

### Evaluation criteria for Technical and Financial Capability

S No	Technical Capability	Financial Capability	
	(Experience of operation of minimum of 2 years of buses of requisite fleet size )	Net worth for last 2 years as on 31 March 2017 is positive or not	Average turnover Rs in Cr

### 8.6.1 Turnover data

Description	2015-16	2016-17
Operating Revenue		
(Add) Other Revenue		
Total Turnover related to Public Transport/Bus Services		

### 8.6.2 Net Worth

Description	for the last two financial years as on 31st March 2017 (in Rs)
Net Worth	

*Note: 1. The Bidder shall submit Audited Balance Sheets/ Annual Reports for the last two Financial Years (i.e, 2015-16 and 2016-17)*

## 8.7 Format for experience criteria (Form-1.6)

Technical Eligibility:-

S.No.	Particulars	Number	Evidence
1	Fleet type and number owned		<ul style="list-style-type: none"> <li>Documents from RTO also suitably mentioned in the undertaking,</li> <li>Enclose registration certificate of all Buses.</li> <li>Enclose Taxes paid , Permit copy, Self certification,</li> <li>Mention registration no. of vehicle wherever applicable</li> </ul>
2	Number of buses/fleet size operated through a contract/concession		<ul style="list-style-type: none"> <li>Documents from RTO also suitably mentioned in the undertaking and</li> <li>Other Documents related to Contract/Agreement/Concession</li> </ul>
3	Number of year of experience in operation of Public transport		<ul style="list-style-type: none"> <li>Company Incorporation Certificate/ Registration certificate of the entity and other supporting document pertaining to 2 years of experience.</li> <li>Other Documents related to Contract/Agreement/Concession</li> </ul>

Please provide extra sheets/tables as required in support of the above.

## 8.8 Draft Bus Operator Agreement (Form- 1.7)

This Agreement made this .....Day of.....between the Managing Director, Atal Indore City Transport Services Limited ..... (Hereinafter called the Employer) of the one part and of (hereinafter called the Bus Operator) of the other part.

Whereas the Employer is desirous to operate buses and engage a private bus operators on "Own Operate and Maintain" basis as per operational plan developed and finalized by the Employer and whereas the Employer has accepted the bid by the Bus Operator for carrying out the objectives of the Employer

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. RFP document, MOM, Corrigendum and Addendums, Letter of Intent, The Letter of Acceptance;
  - ii. Bus Specifications;
  - iii. Other correspondences and relevant documents related to this project between Atal Indore City Transport Services Limited and selected operator
3. In consideration of the payments to be made by the Bus Operator to the employer as hereinafter mentioned, the bus operator hereby covenants with the Employer or vice versa to operate Buses on Operate and maintain Basis in conformity in all respects with the provisions of the Contract.
4. The Bus Operator hereby covenants to pay the Employer in consideration of the services to be rendered, sum or services to the Employer or vice versa as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. With mutual agreement.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common seal of \_\_\_\_\_ was hereunto affixed in the presence of:

Or

Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of:

Binding Signature of Employer

Binding Signature of the Bus Operator

## 8.9 Format for Bank Guarantee for Bid Security of Bus Operation Agreement (Form-1.8)

### Format for Bank Guarantee for "Bid Security"

(To be stamped in accordance with Stamp Act of India)

B.G. No.

Dated:

1. In consideration of you, Managing Director, Atal Indore City Transport Services Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No.30- Residency Area A.B. Road Indore (M.P) (hereinafter referred to as the "Atal Indore City Transport Services Limited", 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 ..... and having its registered office at ..... (hereinafter referred to as the "bus operator" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), in response to the Request for Proposal (RFP) issued vide RFP No: \_\_\_\_\_, dated \_\_\_\_\_ for "Selection of Bus Operator for Bus Transport System in Indore on Operate and maintain Basis", 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 Bus operator, do hereby in terms of 'Instructions to Bus operators', irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP by the said Bus operator and unconditionally and irrevocably undertake to pay forthwith to the Atal Indore City Transport Services Limited an amount of INR \*\*\*\*\* (Indian Rupees \*\*\*\*\* only) (hereinafter referred to as the "BID SECURITY") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bus operator if the Bus operator shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP.

2. Any such written demand made by the Atal Indore City Transport Services Limited stating that the Bus operator is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP 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 Bid Security without any demur, reservation, recourse, contest or protest and without any reference to the Bus operator or any other person and irrespective of whether the claim of the Atal Indore City Transport Services Limited is disputed by the Bus operator or not, merely on the first demand from the Atal Indore City Transport Services Limited stating that the amount claimed is due to the Atal Indore City Transport Services Limited by reason of failure of the Bus operator to fulfill and comply with the terms and conditions contained in the RFP including failure of the said Bus operator to keep its Proposal open during the Proposal validity period as set forth in the said RFP 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 INR \*\*\*\*\* (Indian Rupees \*\*\*\*\*only).

4. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till:

a.The Bus operator, in case its Proposal is accepted by the Atal Indore City Transport Services Limited, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial

Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank in India as defined in Section 2(e) of RBI Act 1934 read with Second Schedule;

b. Sixty days after the date of validity or the extended date of validity of the Proposal, as the case maybe;

5. We, the Bank, further agree that the Atal Indore City Transport Services Limited shall be the sole judge to decide as to whether the Bus operator is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bus operator to keep its Proposal open during the Proposal validity period set forth in the said RFP, and the decision of the Atal Indore City Transport Services Limited that the Bus operator is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Atal Indore City Transport Services Limited and the Bus operator or any dispute pending before any Court, Tribunal, Arbitrator or any other Atal Indore City Transport Services Limited.

6. The Bid Security shall not be affected by any change in the constitution or winding up of the Bus operator or the Bank or any absorption, merger or amalgamation of the Bus operator or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Atal Indore City Transport Services Limited shall be entitled to treat the Bank as the principal debtor. The Atal Indore City Transport Services Limited 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 RFP 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 Bus operator or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bus operator or to postpone for any time and from time to time any of the powers exercisable by it against the said Bus operator and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Atal Indore City Transport Services Limited, and the Bank shall not be released from its liability under these presents by any exercise by the Atal Indore City Transport Services Limited of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bus operator or any other forbearance, act or omission on the part of the Atal Indore City Transport Services Limited or any indulgence by the Atal Indore City Transport Services Limited to the said Bus operator or by any change in the constitution of the Atal Indore City Transport Services Limited 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 authorized to receive the said notice of claim.

10. It shall not be necessary for the Atal Indore City Transport Services Limited to proceed against the said Bus operator before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Atal Indore City Transport Services Limited may have obtained from the said Bus operator or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Atal Indore City Transport Services Limited in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized 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 INR \*\*\* million (Indian Rupees \*\*\*\*\* million only). The Bank shall be liable to pay the said amount or any part thereof only if the Atal Indore City Transport Services Limited serves a written claim on the Bank.

Signed and Delivered by ..... Bank

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

(Signature of the Authorized Signatory)  
(Official Seal)

Format for Bank Guarantee for Performance Guarantee of Bus Operation Agreement (Form-1.8B)

**Format for Bank Guarantee for "Performance Guarantee"**

(To be stamped in accordance with Stamp Act of India)

B.G. No.

Dated:

1. In consideration of you, Atal Indore City Transport Services Limited a company incorporated under the Companies Act, 1956 and having its registered office at Plot No.30- Residency Area, A.B. Road,(hereinafter referred to as the "Atal Indore City Transport Services Limited", 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 ..... and having

Its registered office at ..... (hereinafter referred to as the "bus operator" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), in response to the Request for Proposal (RFP) issued vide RFP No: \_\_\_\_\_, dated \_\_\_\_\_ for "Selection of Bus Operator for Bus Transport System in Indore on Operate and maintain Basis", 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 Bus operator, do hereby in terms of 'Instructions to Bus operators', irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP by the said Bus operator and unconditionally and irrevocably undertake to pay forthwith to the Atal Indore City Transport Services Limited an amount of INR \*\*\*\*\* (Indian Rupees \*\*\*\*\* only) (hereinafter referred to as the "PERFORMANCE GUARANTEE") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bus operator if the Bus operator shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP.

2. Any such written demand made by the Atal Indore City Transport Services Limited stating that the Bus operator is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP 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 Performance Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bus operator or any other person and irrespective of whether the claim of the Atal Indore City Transport Services Limited is disputed by the Bus operator or not, merely on the first demand from the Atal Indore City Transport Services Limited stating that the amount claimed is due to the Atal Indore City Transport Services Limited by reason of failure of the Bus operator to fulfill and comply with the terms and conditions contained in the RFP including failure of the said Bus operator to keep its Proposal open during the Proposal validity period as set forth in the said RFP 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 INR \*\*\*\*\* (Indian Rupees \*\*\*\*\*only).
4. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till:  
A.90 days from the end of agreement period or the extended contract period as the case maybe;
5. We, the Bank, further agree that the Atal Indore City Transport Services Limited shall be the sole judge to decide as to whether the Bus operator is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bus operator to keep its Proposal open during the Proposal validity period set forth in the said RFP, and the decision of the Atal Indore City Transport Services Limited that the Bus operator is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Atal Indore City Transport Services Limited and the Bus operator or any dispute pending before any Court, Tribunal, Arbitrator or any other Atal Indore City Transport Services Limited.
6. The Performance Guarantee shall not be affected by any change in the constitution or winding up of the Bus operator or the Bank or any absorption, merger or amalgamation of the Bus operator or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Atal Indore City Transport Services Limited shall be entitled to treat the Bank as the principal debtor. The Atal Indore City Transport Services Limited 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 RFP 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 Bus operator or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bus operator or to postpone for any time and from time to time any of the powers exercisable by it against the said Bus operator and either to enforce or



forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Atal Indore City Transport Services Limited, and the Bank shall not be released from its liability under these presents by any exercise by the Atal Indore City Transport Services Limited of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bus operator or any other forbearance, act or omission on the part of the Atal Indore City Transport Services Limited or any indulgence by the Atal Indore City Transport Services Limited to the said Bus operator or by any change in the constitution of the Atal Indore City Transport Services Limited 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 authorized to receive the said notice of claim.
10. It shall not be necessary for the Atal Indore City Transport Services Limited to proceed against the said Bus operator before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Atal Indore City Transport Services Limited may have obtained from the said Bus operator or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Atal Indore City Transport Services Limited in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized 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 INR \*\*\* million (Indian Rupees \*\*\*\*\* million only). The Bank shall be liable to pay the said amount or any part thereof only if the Atal Indore City Transport Services Limited serves a written claim on the Bank.

Signed and Delivered by ..... Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

Format for Bank Guarantee for VGF Guarantee of Bus Operation Agreement (Form-1.8C)

**Format for Bank Guarantee for "VGF Guarantee"**

(To be stamped in accordance with Stamp Act of India)

B.G. No.

Dated:

1. In consideration of you, Atal Indore City Transport Services Limited a company incorporated under the Companies Act, 1956 and having its registered office at Plot No.30- Residency Area A.B. Road (hereinafter referred to as the "Atal Indore City Transport Services Limited", 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 ..... and having

its registered office at ..... (hereinafter referred to as the "bus operator" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), in response to the Request for Proposal (RFP) issued vide RFP No: \_\_\_\_\_, dated \_\_\_\_\_ for "Selection of Bus Operator for Bus Transport System in Indore on Operate and maintain Basis", 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 Bus operator, do hereby in terms of 'Instructions to Bus operators', irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP by the said Bus operator and unconditionally and irrevocably undertake to pay forthwith to the Atal Indore City Transport Services Limited an amount of INR \*\*\*\*\* (Indian Rupees \*\*\*\*\* only) (hereinafter referred to as the "VGF GUARANTEE") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bus operator if the Bus operator shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP.

2. Any such written demand made by the Atal Indore City Transport Services Limited stating that the Bus operator is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP 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 VGF Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bus operator or any other person and irrespective of whether the claim of the Atal Indore City Transport Services Limited is disputed by the Bus operator or not, merely on the first demand from the Atal Indore City Transport Services Limited stating that the amount claimed is due to the Atal Indore City Transport Services Limited by reason of failure of the Bus operator to fulfill and comply with the terms and conditions contained in the RFP including failure of the said Bus operator to keep its Proposal open during the Proposal validity period as set forth in the said RFP 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 INR \*\*\*\*\* (Indian Rupees \*\*\*\*\*only).

4. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till:  
a. 90 days from the end of agreement period or the extended contract period as the case may be;

5. We, the Bank, further agree that the Atal Indore City Transport Services Limited shall be the sole judge to decide as to whether the Bus operator is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bus operator to keep its

Proposal open during the Proposal validity period set forth in the said RFP, and the decision of the Atal Indore City Transport Services Limited that the Bus operator is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Atal Indore City Transport Services Limited and the Bus operator or any dispute pending before any Court, Tribunal, Arbitrator or any other Atal Indore City Transport Services Limited.

6. The VGF Guarantee shall not be affected by any change in the constitution or winding up of the Bus operator or the Bank or any absorption, merger or amalgamation of the Bus operator or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Atal Indore City Transport Services Limited shall be entitled to treat the Bank as the principal debtor. The Atal Indore City Transport Services Limited 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 RFP 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 Bus operator or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bus operator or to postpone for any time and from time to time any of the powers exercisable by it against the said Bus operator and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Atal Indore City Transport Services Limited, and the Bank shall not be released from its liability under these presents by any exercise by the Atal Indore City Transport Services Limited of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bus operator or any other forbearance, act or omission on the part of the Atal Indore City Transport Services Limited or any indulgence by the Atal Indore City Transport Services Limited to the said Bus operator or by any change in the constitution of the Atal Indore City Transport Services Limited 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 authorized to receive the said notice of claim.
10. It shall not be necessary for the Atal Indore City Transport Services Limited to proceed against the said Bus operator before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Atal Indore City Transport Services Limited may have obtained from the said Bus operator or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Atal Indore City Transport Services Limited in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized 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 INR \*\*\* million (Indian Rupees \*\*\*\*\* million only). The Bank shall be liable to pay the said amount or any part thereof only if the Atal Indore City Transport Services Limited serves a written claim on the Bank.

Signed and Delivered by ..... Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

## 8.10 Format for Financial Bid

To,  
The Managing Director  
Atal Indore City Transport Services Limited ,  
Indore (M.P)

**Subject:- Submission of Bid for "Selection of Bus Operator for Bus Transport System in (City) on Operate and maintain Basis"**

Dear Sir,

- 1.0 I the undersigned ----- on Behalf of -----  
----- Here with submit my offer as under:
- 2.0 I have read RFP documents in detail and on the basis of my full study of the above mentioned document and the conditions, I undertake to Own, operate and manage the Public Transport System in Indore City exactly in accordance with the conditions as provided in the above mentioned documents
- 3.0 I undertake to operate the buses as per condition of the RFP after taking Grant / pay to the Atal Indore City Transport Services Limited Indore an Annual Premium for the Cluster as mentioned below

City	Cluster no and description	No of Buses /Fleet size	VGF / Annual Premium for the Cluster by the bidder

- Bid can be quoted in Positive or Negative. If Grant is required, it should be quoted as Negative. If premium is offered, it should be quoted as Positive.

### Note:

1. In case of difference between words and figures, figure in words will prevail.
2. In Addition to above, I undertake if our Bid is accepted to completely discharge our obligation, commence operation and manage the Bus Operations as per the provisions of RFP.

Signature of the Authorized Signatory  
Atal Indore City Transport Services Limited

Signature of the Authorized Signatory

## 8.11 Form –1.10 ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ..... Day of ..... 20.....

### AMONGST

- 1 ..... Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at .....(hereinafter referred to as the “**Operator**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);
- 2 ..... (name and particulars of the Escrow Bank) and having its registered office at ..... (hereinafter referred to as the “**Escrow Bank**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and
- 4 The SPV of \*\*\*\*\*, represented by [SPV details] (hereinafter referred to as the “client” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

### WHEREAS:

- (A) The client has entered into a Bus Operator Agreement dated ..... With the Operator (the “**Bus Operator Agreement**”) for [name of project\*\*) in city. \*\* In the State \*\*\* on procure, own, operate and maintain basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) The Bus Operator Agreement requires the Operator to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the

context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**"Agreement"** means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

**"Bus Operator Agreement"** means the Bus Operator Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

**"Cure Period"** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Operator, and shall commence from the date on which a notice is delivered by the Client or the Lenders' Representative, as the case may be, to the Operator asking the latter to cure the breach or default specified in such notice;

**"Escrow Account"** means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

**"Escrow Default"** shall have the meaning ascribed thereto in Clause 6.1;

**"Lenders' Representative"** means the person referred to as the Lenders' Representative in the foregoing Recitals;

**"Parties"** means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

**"Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

**"Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out there from on the Payment Date(s).

## **1.2 Interpretation**

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Bus Operator Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Bus Operator Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.



- 1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Bus Operator Agreement shall apply, *mutatis mutandis*, to this Agreement.

## **2 ESCROW ACCOUNT**

### **2.1 Escrow Bank to act as trustee**

- 2.1.1 The Operator hereby appoints the Escrow Bank to act as trustee for the Client, the Lenders' Representative and the Operator in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Operator hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Client, the Lenders' Representative and the Operator, and applied in accordance with the terms of this Agreement. No person other than the Client, the Lenders' Representative and the Operator shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

### **2.2 Acceptance of Escrow Bank**

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Operator or the Client with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Client and the Operator or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

### **2.3 Establishment and operation of Escrow Account**

- 2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Operator shall open and establish the Escrow Account with the \*\*\*\* (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
- 2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

- 2.3.3 The Escrow Bank and the Operator shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

## **2.4 Escrow Bank's fee**

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Operator. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

## **2.5 Rights of the parties**

The rights of the Client and the Operator in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Client and the Operator shall have no other rights against or to the monies in the Escrow Account.

# **3 DEPOSITS INTO ESCROW ACCOUNT**

## **3.1 Deposits by the Operator**

- 3.1.1 The Operator agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

- (a) All monies received in relation to the Project from any source, including the Lenders, lenders of Subordinated Debt and the Client;
- (b) All funds received by the Operator from its share-holders, in any manner or form;
- (c) All user charges levied and collected by the Operator;
- (d) Any other revenues include revenue from passes and advertisement etc. deposits or capital receipts, as the case may be, from or in respect of the Project and
- (e) All proceeds received pursuant to any insurance claims.

- 3.1.2 The Operator may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

## **3.2 Deposits by the Client**

The Client agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

VGF and any other monies disbursed by the Client to the Operator.

Provided that, notwithstanding the provisions of Clause 4.1.8, the Client shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Operator and the balance remaining shall be deposited into the Escrow Account.

### **3.3 Interest on deposits**

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefore the fee and expenses due to it from the Operator in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

## **4 WITHDRAWALS FROM ESCROW ACCOUNT**

### **4.1 Withdrawals during Concession Period**

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Operator may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) All taxes due and payable by the Operator for and in respect of the Project.
- (b) All payments relating to construction of the Project Selection of Bus Operator for Bus Transport System for (City) on Operate and Maintain Basis to and in accordance with the conditions, if any, set forth in the Relevant Agreements;
- (c) O&M Expenses, subject to the ceiling, if any, set forth in the relevant Agreements;
- (d) Monthly proportionate provision of Debt Service due in an Accounting Year;
- {(e) Premium due and payable to the Client ;}
- (f) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (g) any reserve requirements set forth in the relevant Agreements; and
- (h) Balance, if any, in accordance with the instructions of the Operator.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the

Operator shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

#### **4.2 Application of insufficient funds**

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

#### **4.4 Application of insurance proceeds**

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Selection of Bus Operator for Bus Transport System for (City) on Operate and Maintain Basis, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the relevant agreements.

### **5 OBLIGATIONS OF THE ESCROW BANK**

#### **5.1 Segregation of funds**

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

#### **5.2 Notification of balances**

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Operator and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

#### **5.3 Communications and notices**

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Operator upon a certificate signed by or on behalf of the Operator;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Operator or any other person hereunder or in connection herewith; and
- (d) Shall, within 5 (five) business days after receipt, deliver a copy to the Operator of any notice or document received by it from the Lenders' Representative in connection herewith.

#### **5.4 No set off**

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

#### **5.5 Regulatory approvals**

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

### **6 ESCROW DEFAULT**

#### **6.1 Escrow Default**

6.1.1 Following events shall constitute an event of default by the Operator (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Client or the Lenders' Representative:

- (a) the Operator commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by

depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

- (b) the Operator causes the Escrow Bank to transfer funds to any account of the Operator in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- (c) the Operator commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Bus Operator Agreement.

## **7 TERMINATION OF ESCROW AGREEMENT**

### **7.1 Duration of the Escrow Agreement**

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Operator in respect of the debt, guarantee or financial assistance received by it from the Lenders, or any of its obligations to the Client remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

### **7.2 Substitution of Escrow Bank**

The Operator may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Client and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

### **7.3 Closure of Escrow Account**

The Escrow Bank shall, at the request of the Operator and the Lenders' Representative made on or after the payment by the Operator of all outstanding amounts under the Bus Operator Agreement and the Relevant Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Operator. Upon closure of

the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

## **8 SUPPLEMENTARY ESCROW AGREEMENT**

### **8.1 Supplementary escrow agreement**

The Lenders' Representative and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Operator in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

## **9 INDEMNITY**

### **9.1 General indemnity**

- 9.1.1 The Operator will indemnify, defend and hold the Client, Escrow Bank and the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Operator of any of its obligations under this Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.
- 9.1.2 The Client will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Client to fulfill any of its obligations under this Agreement materially and adversely affecting the performance of the Operator's obligations under the Bus Operator Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Client, its officers, servants and agents.
- 9.1.3 The Escrow Bank will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfill its obligations under this Agreement materially and adversely affecting the performance of the Operator's obligations under the Bus Operator Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

## **9.2 Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

## **10 DISPUTE RESOLUTION**

### **10.1 Dispute resolution**

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be \*\*\* and the language of arbitration shall be English.

## **11. MISCELLANEOUS PROVISIONS**

### **11.1 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at \*\*\* shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **11.2 Waiver of sovereign immunity**



**The Client unconditionally and irrevocably:**

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Client with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

**11.3 Priority of agreements**

In the event of any conflict between the Bus Operator Agreement and this Agreement, the provisions contained in the Bus Operator Agreement shall prevail over this Agreement.

**11.4 Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

**11.5 Waiver**

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) Shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

#### **11.6 No third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

#### **11.7 Survival**

11.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

#### **11.8 Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

#### **11.9 Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

#### **11.10 Notices**

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5:30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

#### **11.11 Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

#### **11.12 Authorized representatives**

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

#### **11.13 Original Document**

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the ..... day of ..... 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof in the presence of<sup>\$</sup>:

SIGNED, SEALED AND DELIVERED

For and on behalf of

Lenders' Representative:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of

ESCROW BANK by:

SIGNED, SEALED AND  
DELIVERED

For and on behalf of

THE CLIENT OF \*\*\* by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail  
address)

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

In the presence of:

1.

2.

---

<sup>\$</sup> To be affixed in accordance with the articles of association of the Concessionaire.

## 8.12 Technical Specification of Buses:

Sr. No .	Description	Mini Bus Specification (14-26 Seater)	Midi Bus Specification (27-34 Seater)	Standard Bus Specification (40-50 Seater)	Standard AC Bus Specification (40-50 Seater)
1	<b>Bus Floor heights mm</b>	<b>650/800mm – 1100mm</b> floor height	<b>650/800mm – 1100mm</b> floor height	<b>900mm – 1200mm</b> floor height	<b>900mm – 1250mm</b> floor height
2	<b>Propulsion System</b>	Propulsion System – Diesel	Propulsion System – Diesel	Propulsion System – Diesel	Propulsion System – Diesel
3	<b>Fuel-options</b>	Fuel to be compatible with propulsion system & prescribed emission norms	Fuel to be compatible with propulsion system & prescribed emission norms	Fuel to be compatible with propulsion system & prescribed emission norms	Fuel to be compatible with propulsion system & prescribed emission norms
4	<b>Emission Type</b>	BSIV	BSIV	BSIV	BSIV
5	<b>Engine</b>	Fuel compatible engine	Fuel compatible engine	Fuel compatible engine	Fuel compatible engine
6	<b>Cylinder</b>	4	4	4 or 6	4 or 6
7	<b>Torque</b>	200-450	200-450	250-820	460-820
8	<b>Horse Power</b>	70-140	70-140	100-190	100-230
9	<b>Steering system</b>	Hydraulic Power Steering/Manual	Hydraulic Power Steering	Hydraulic Power Steering	Hydraulic Power Steering
10	<b>Suspension System</b>	Optional (Semi Elliptical Multi leaf with Shock absorber /Parabolic/weveller)	Optional (Semi Elliptical Multi leaf with Shock absorber /Parabolic/weveller )	Optional (Air Suspension/Semi Elliptical Multi leaf with Shock absorber / parabolic/weveller )	Optional (Air Suspension/Semi Elliptical Multi leaf with Shock absorber / parabolic/weveller )
11	<b>Front</b>				
12	<b>Rear</b>				
13	<b>Braking System</b>	Dual circuit full air/hydraulic brakes, with drum at front and rear brakes. Graduated/Mechanical hand controlled, spring actuated parking brakes acting on rear wheels	Dual circuit full air/hydraulic brakes, with drum at front and rear brakes. Graduated /Mechanical hand controlled, spring actuated parking brakes acting on rear wheels	Dual circuit full air brakes/S-cam type drum, with disc / drum type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels	Dual circuit full air brakes/S-cam type drum, with disc / drum type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels

Sr. No .	Description	Mini Bus Specification (14-26 Seater)	Midi Bus Specification (27-34 Seater)	Standard Bus Specification (40-50 Seater)	Standard AC Bus Specification (40-50 Seater)
14	<b>Electrical system</b>	12 v to 24 volt DC	12 v to 24 volt DC	12 v to 24 volt DC	12 v to 24 volt DC
15	<b>Batteries:</b>	Low maintenance type lead acid batteries for 12 -24 V system- performance as per BIS: 14257-1995(latest). 1or2*12V of commensurate capacity. Maintenance free batteries preferred.	Low maintenance type lead acid batteries for 12 -24 V system- performance as per BIS: 14257-1995(latest). 1 or 2*12V of commensurate capacity. Maintenance free batteries preferred.	Low maintenance type lead acid batteries for 12 - 24 V system- performance as per BIS:14257-1995( latest). 1 or 2*12V of commensurate capacity. Maintenance free batteries preferred.	Low maintenance type lead acid batteries for 12 - 24 V system- performance as per BIS: 14257-1995(latest). 2*12V of commensurate capacity. Maintenance free batteries preferred.
16	<b>Self Starter</b>	12v - 24V	12v - 24V	12v - 24V	12v - 24V
17	<b>Alternator</b>	12v- 24V	12v- 24V	12v- 24V	12v- 24V
18	<b>Door Position</b>	Single Door position Behind the front tyre	Double Door position one behind of front tyer and second behind the rear tyre	Double Door position one front / behind of front tyer and second behind the rear tyer	Double Door position one infront of front tyre and second behind the rear tyre with Emergency Exit Door.
19	<b>Tyre/Type</b>	As per CMVR/ Nylon	As per CMVR/ Nylon	As per CMVR/ Radial	As per CMVR/ Radial
20	<b>Fuel Tank</b>	Capacity of <b>diesel</b> fuel tank adequate to enable bus operation of up to 300km between consecutive fillings	Capacity of <b>diesel</b> fuel tank adequate to enable bus operation of up to 300km between consecutive fillings	Capacity of <b>diesel</b> fuel tank adequate to enable bus operation of up to 450km between consecutive fillings	Capacity of <b>diesel</b> fuel tank adequate to enable bus operation of up to 450km between consecutive fillings
21	<b>Overall Length(Over Body excl bumper)</b>	4500mm – 7000mm As per CMVR	7000mm – 9500mm As per CMVR	9000mm – 12000mm As per CMVR	9000mm – 12000mm As per CMVR
22	<b>Overall Width(sole bar/Floor level-extreme pts)</b>	2000mm – 2350mm	2100mm – 2350mm	2100mm – 2600mm	2100mm – 2600mm

Sr. No .	Description	Mini Bus Specification (14-26 Seater)	Midi Bus Specification (27-34 Seater)	Standard Bus Specification (40-50 Seater)	Standard AC Bus Specification (40-50 Seater)
23	<b>Overall Height (unladen)-(At extreme point )</b>	≤ 3800 mm	≤ 3800 mm	≤ 3800 mm	≤ 3800 mm
24	<b>Wheel-base</b>	2000mm - 4100mm	3300mm - 5200mm	4650mm - 6200mm	4700mm - 6200mm
25	<b>Front Overhang</b>	As per CMVR	As per CMVR	As per CMVR	As per CMVR
26	<b>Rear Overhang</b>	Max. 60% of Wheel base	Max. 60% of Wheel base	Max. 60% of Wheel base	Max. 60% of Wheel base
27	<b>Turning circle radius (m)- Minimum</b>	5-7 m	6-9.5 m	8.9-11 m	8.9-12 m
28	<b>Min. Ground Clearance(un-kneeled)at GVW</b>	Within the wheelbase not less than 180mm.	Within the wheelbase not less than 180mm.	Within the wheelbase not less than 200mm.	Within the wheelbase not less than 200mm.
29	<b>Material of Body and Body Building</b>	As per the AIS 052 compliance (as per applicable CMV rules in the state of Madhya Pradesh)	As per the AIS 052 compliance (as per applicable CMV rules in the state of Madhya Pradesh)	As per the AIS 052 compliance (as per applicable CMV rules in the state of Madhya Pradesh)	As per the AIS 052 compliance (as per applicable CMV rules in the state of Madhya Pradesh)
30	<b>Body Builder</b>	Approved by Certifying Authority like ARAI, CIRT etc. as per CMVR	Approved by Certifying Authority like ARAI, CIRT etc. as per CMVR	Approved by Certifying Authority like ARAI, CIRT etc. as per CMVR	Approved by Certifying Authority like ARAI, CIRT etc. as per CMVR

## 8.13 Service levels and fines and penalties for deficiencies

### 8.13.1 Standards of service for bus operations

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

(Maintenance Schedule)

SN	Quality Parameter	Formula	Specified Service Quality Level
1	Fleet utilization	No. of buses operated*100/ No. of buses scheduled	95
2	Bus utilization +-----	Kms operated by all buses / Total no. of buses held	180 km per day (minimum)
3	Occupancy Ratio	Avg. no. of passengers inside the bus per day / capacity of the bus including standees	60
4	Trip Efficiency	No. of trips operated*100/ No. of Trips Scheduled	98 or above
5	Reliability of buses	Total no. of breakdowns*10000/ Total Kms operated	Less than 5
6	Safety of operations	No. of accidents*100000/ Total Kms operated	Preferably none
7	Punctuality ( adherence to the Time Schedule )	No. of trips on time at start*100/ Total no. of trips operated	98 or better
8	Cleanliness of buses	No. of buses observed or reported dirty*1000/ Total no. of bus trips operated	Nil
9	User Satisfaction	No. of complaints*1000/ total trips operated	Less than 2
10	Non Stoppage at Designated Points	No. of Stops where the bus stopped*100/Total number of stops on the route	95%



SN	Quality Parameter	Formula	Specified Service Quality Level
11	Non- Completion of entire trip	Total km operated per trip*100/total route length	100%

PENALTIES		
S.No.	Description	Fine per violation per bus per day (in Rs.)
<b>1</b>	<b>Bus related defaults / deficiencies</b>	
a)	Discoloration, alteration of the bus colour scheme, logo, peeling off of paint, non painting of any repaired work inside/outside the bus, defective headlight, indicators, broken mirrors etc prescribed by GoMP	300
b)	Unclean, dirty bus outside or inside at the start of the trip	300
c)	Driving with a Defective Number Plate	100
<b>2</b>	<b>Bus driver related defaults / deficiencies</b>	
a)	Not operating, causing it to not operate any passenger information system, gadgets, devices etc	100
b)	Non-operating pneumatic doors, operating buses with open doors, hanging passengers/conductors etc	300
c)	The driver is not carrying a proper driving license, or is Drunk	500
d)	Driver is not wearing the uniform	100
e)	Over speeding and other Bus Driver defaults	1000
<b>3</b>	<b>Bus Operators and or bus operation related deficiencies / defaults</b>	
a)	Deviating from route/trips/schedules/time table issued by GoMP or its authorized representative time to time	500
b)	Not taking corrective action on repeated occurrence of vehicle (including Breakdowns) and or driver related deficiencies (occurrence of a deficiencies more than 3 times in a month shall be termed as repetitive)	1000
c)	Not issuing complaint book to the complainant for recording any complaint/suggestions etc. Loss of, damage of, tempering with the recordings in the complaint book and or the complaint book and or not informing/delayed informing GoMP about the complaints/suggestions	100
d)	Not submitting delaying submission of the requisite inspection and certification documents periodically front the agreed agency	500
e)	Any damage to the fixed infrastructure like railing, street lights, bus stops, terminals, parking places etc during the operation	Get it repaired by the operator/ As per actual cost of replacement
f)	ETVM machine not functioning	1000
	GPS Should be in running condition when bus operation I s going on, Camera (Front, Rear) PIS (Front, Rear, Medium).Any other instruction given by the Atal Indore City Transport	

S.No.	Description	Fine per violation per bus per day (in Rs.)
	Services Limited non compliance instruction of the Atal Indore City Transport Services Limited issues with reference to efficient operation of Bus. The GPS as per specification by the Atal Indore City Transport Services Limited	
<b>4</b>	<b>Bus Operations related defaults or deficiencies</b>	
a)	The punctuality of the bus is below 100%	500 per bus per day
b)	In case of 1 <sup>st</sup> serious/fatal accident	15,000 over and above other Statutory liabilities
c)	In case of 2 <sup>nd</sup> serious/fatal accident and there off	30,000 over and above other Statutory liabilities
<b>5</b>	<b>Passenger related defaults or deficiencies</b>	
a)	For Avoiding Passenger Fare	A passenger shall be charged a prescribed fare from point of origin to the point where he/she was found ticketless
b)	<b>Over Travelling</b>	A over-travelling passenger will be charged to pay the entire fare till destination from the point where he/she was found defaulter
<b>6</b>	<b>Non availability of BUS</b>	2000 Rs Per day per Bus
<b>7</b>	<b>Not following timeline as prescribed in and</b> if the direction, instruction, or order issued by Atal Indore City Transport Services Limited/ competent authority related to bus operation and maintenance are not complied / adhered with.  If any order issued by the state government is not complied/adhered with	Rs 1000 per day per Bus

During the Term, the Operator will operate the Bus Service as per the requirements and schedule provided by Atal Indore City Transport Services Limited.

Rs. 700 (Rupees seven hundred) per Bus per shift for first day of non-availability of bus.

The above penalty shall increase @ 10 percent from each day of default from the next day on compounding

#### 8.14 Terms for annual maintenance

1. Operator shall maintain buses as per General Maintenance Schedule of the Manufacturing Company and Maintenance Schedule provided the Atal Indore City Transport Services Limited from Time to Time.
2. Salient aspects which pertain to the AMC and maintenance are as under:-
  - a) The Private Bus operator is required to annually maintain/ maintenance/ major repairs of the buses during the terms of Contract. Till the Adequate inventory of spare parts would be stocked by the private Bus operator through the manufacturer for the period. The private bus operator will provide workshop facilities within on his own cost. till the depot facility is provided by the Atal Indore City Transport Services Limited once the Atal Indore City Transport Services Limited provide depot facilities all the depots facilities maintenance depot will be provided by the Atal Indore City Transport Services Limited but maintenance will be sole responsibility of the operator
  - b) Maintenance & Service Manuals, Spare Parts Catalogues, etc shall be given before commencement of operation along with the buses by the Operator to the Atal Indore City Transport Services Limited.
  - c) The Private Bus operator/ manufacturer shall arrange free of cost orientation training for drivers/technicians/supervisors/engineers.
  - d) AMC and maintenance would be done by the private Bus operator.
  - e) Atal Indore City Transport Services Limited has the right Direct to inspect entertainment/ LED panel and to ensure sustainability of bus operation.
  - f) Necessary construction workshop for all the workshop activities like installation of plants and machinery, washing platform storage of material and l etc. will be provided by the Atal Indore City Transport Services Limited as per availability but Hand tools, other special tools and plants required for repair & maintenance has to be arranged by operator by its own. work would be provided by the Private Bus operator at their cost.
  - g) Complete list of tools in the tool kit to be supplied with every bus shall be provided to Atal Indore City Transport Services Limited. The details of the components/spares required for maintenance of the vehicle shall also be provided. Buses will be inspected in stages by the Atal Indore City Transport Services Limited
  - h) Atal Indore City Transport Services Limited will have the right to carry out inspection of the maintenance & repair work done by the Private Bus operator, as per the standard/ norms of Vehicle.
3. Based on the above and other requirements, the following maintenance regime is set forth:
  - (a) The Private Bus operator will adhere to all preventive and all other maintenance schedules.
  - (b) Operator shall get the buses maintained from the manufacturer if required.
  - (c) All fleet maintenance expenses shall have to be borne by the Operator.
  - (d) The Operator shall provide the service levels with or through the manufacturer and ensuring minimum 100 % fleet availability.
  - (e) Atal Indore City Transport Services Limited may, at his sole discretion, appoint staff having expertise to supervise/oversee the quality of maintenance, repairs, road worthiness, cleanliness etc.
4. The other obligations of the Operator, are as under, but not limited to
  - (a) Maintaining, to the fleet in a clean, safe and reliable condition during the term of the Contract to meet the requirements of the revenue service. This shall include, but not be limited to, the

performance of the servicing and preventive maintenance program ostensibly with and through the manufacturer

- (b) Ensuring and performing inspections, servicing and repairs consistent with, and compliant to, any safety standards/regulations established by vehicle regulatory or licensing Authorities
- (c) Performing regular maintenance inspections, all mechanical or other vehicle related items requiring repair, replacement or adjustment, that may be reported by bus drivers, maintenance personnel or purchaser staff
- (d) Ensuring that all vehicles, after the completion of daily service and prior to entering revenue service the following day, are cleaned in accordance with the minimum requirements specified from time to time by the purchaser
- (e) Using the vehicles in revenue service as much as possible. The inspection, servicing, scheduled and routine maintenance shall be performed during off-peak hours of revenue service whenever possible so as not to interfere with the provision of revenue service
- (f) Ensuring vehicle manufacturer's recommendations for maintenance and servicing, including any supplements or service letters issued by the manufacturer prior to, or during the term of the Contract, are followed
- (g) Maintain records of all work performed on the fleet on a per vehicle basis. These records shall be subject to review at any time by Atal Indore City Transport Services Limited
- (h) Using a fuel as specified by the vehicle manufacturer Fuel, Lubes
- (i) Adhering to emission control standards, testing and servicing of the vehicles to meet regulations in effect during the period of operations
- (j) Not altering, adding or allowing any other party to alter or add to the vehicles or equipment supplied by the OEM purchaser in any way without the prior written approval of Atal Indore City Transport Services Limited.
- (k) Participating in a review of maintenance procedures as required from time to time reflecting changes in technology and or industry standard maintenance procedures.
- (l) To pay for the fines and penalties for deficiencies in maintenance standards.

### 8.15 Details of Clusters

City	Cluster	Origin	Via	Destination	Type of services	No. of Buses	Tentative KM	Type of buses including Reserve bus
Indore	2	Indore	Ashta, Bhopal, Vidisha, Ganjbasoda	Bina	Inter City Route	4	350	2 Standard Bus AC
								2 Standard Bus Non AC
Indore	2	Indore	Ashta, Bhopal	Vidisha	Inter City Route	2	251	Standard Bus AC
Indore	2	Indore	Dewas, Sonkatch	Ashta	Inter City Route	4	115	2 Standard Bus AC
								2 Standard Bus Non AC
Indore	2	Indore	dewas	Sonkatch	Inter City Route	4	72	Standard Bus Non AC
Indore	2	Indore	Bhopal, Vidisha, Sagar	Tikamgarh	Inter City Route	2	494	Standard Bus AC
Indore	2	Rajwada	Collectorate, Lal Baug, Mhow Naka, Annapurna Mandir, Rajendra nagar, Cat	Rangwasa	Intra City Route	6	13	Midi Bus non AC
Indore	2	Gangwal Bus Stand	Mhow Naka, Collectorate, Hathipala Road	Railway Station/Sarwate	Intra City Route	6	5	Midi Bus non AC
				<b>Total</b>		<b>28</b>		

City	Cluster	Origin	Via	Destination	Type of Services	No. of buses	Tentative km	Type of buses including Reserve bus
Indore	3	Indore	Nasrulla ganj	Hoshangabad	Inter City Route	4	223	2 Standard Bus AC
								2 Standard Bus Non AC
Indore	3	Indore	Dewas,Sonkatch,Ashtha,Salkanpur,Hoshangabad	Itarsi	Inter City Route	4	277	2 Standard Bus AC
								2 Standard Bus Non AC
Indore	3	Indore	Kannod	Harda	Inter City Route	8	157	4 Standard Bus AC
								4 Standard Bus Non AC
Indore	3	Indore	Harda,Timarni	Betul	Inter City Route	2	281	Standard Bus Non AC
Indore	3	Sarwate Bus Stand	Madhumilan Sq. , Navlakh,Teen Imli,Palda	Nayta Mundla	Intra City Route	6	14	Midi Bus Non AC
Indore	3	Teen Imli	Navlakha, Sapna Sangeeta,Manikbagh, Lalbagh	Rajendra Nagar Railway Station	Intra City Route	6	7.5	Midi Bus Non AC
				<b>Total</b>		<b>30</b>		

"Selection of Bus Operators on Operate and Maintain Basis"

City	Cluster	Origin	via	Destination	Type of services	No. of Buses	Tentative KM	Type of buses including reserve
Indore	4	Indore	Ghatabillod, Dhar,Rajgarh	Jhabua	Inter City Route	2	155	Standard Bus Non AC
Indore	4	Indore	Dhamnod, Manawar, Kukshi	Alirajpur	Inter City Route	4	210	2 Standard Bus AC
								2 Standard Bus Non AC
Indore	4	Indore	Ghatabillod,Iabod	Dhar	Inter City Route	8	70	4 Standard Bus AC
								4 Standard Bus Non AC
Indore	4	Indore	Machal	Betma	Inter City Route	4	30	Standard Bus Non AC
Indore	4	Iskon temple	Via, Maha Laxmi, Nagar, Bombay Hospital, Khjrana squ. (u turn) Service Road, L.IG. Link road, Life line Hospital, Industry house, zanjeerwal squ., S.G.S.I.T. College, Rajkumar bridge, Jail road, Nagar Nigam squ., Rambag, imli bazar, bada Ganpati	Bada Ganpati	Inter City Route	6	12	Midi Bus non AC
Indore	4	Sarwate Bus Stand	SGSITS, Lantern Sq, Malwamill, Astha Talkies,Sayaji Sq	Vijay Nagar Sq	Intra City Route	6	11	Midi Bus Non AC
				<b>Total</b>		<b>30</b>		

"Selection of Bus Operators on Operate and Maintain Basis"

City	Cluster	Origin	via	Destination	Type of services	No. of Buses	Tentative KM	Type of Buses Including Reserve Bus
Indore	5	Indore	Shajapur,Biaora	Rajgarh Via	Inter City Route	4	209	2 Standard Bus AC 2 Standard Bus Non AC
Indore	5	Indore	Bhopal,Vidisha,Ganjbas oda	Ashok Nagar	Inter City Route	2	382	Standard Bus AC
Indore	5	Indore	Dewas, Makshi	Shajapur	Inter City Route	2	100	Standard Bus Non AC
Indore	5	Indore	Shajapur, Pachour	Narsinghgarh	Inter City Route	2	241	Standard Bus Non AC
Indore	5	Indore Railway Station/Sa rwate Bus stand	Christian College, Mission Hospital, Chawni Sq, Agrasen Sq.,Sanpna Sangeeta, Tower Sq., Manik bagh Bridge, Collectorat	Mhow Naka	Intra City Route	4	10.7	Midi Bus Non AC
Indore	5	Dewas naka	Bombay hospital, Khajrana, Bangali Sq.,World Cup Sq., Crystal IT Park, Rajiv Gandhi Sq., Choitram Mandi Sq., Vaishali nagar, Chandan Nagar	Sirpur Lake	Intra City Route	8	22	Midi Bus Non AC
				<b>Total</b>		<b>22</b>		



## 8.16 Details of pending litigation/s

Applicant's legal name..... Date.....

Group Members Legal Name.....Page .....of .....pages

Pending Litigation			
<p>▪ No pending litigation <input type="checkbox"/> <input type="checkbox"/></p> <p>▪ Pending Litigation in terms of arbitration, litigation etc. is indicated below</p>			
Year	Assignment Identification and Matter in Dispute	Value of Assignment	Value of Pending Claim in INR
	<b>Contract Name:</b> <b>Name of Employer</b> <b>Address of Employer</b> <b>Matter in Dispute</b>		
	<b>Contract Name:</b> <b>Name of Employer</b> <b>Address of Employer</b> <b>Matter in Dispute</b>		
	<b>Contract Name:</b> <b>Name of Employer</b> <b>Address of Employer</b> <b>Matter in Dispute</b>		

Applicant's Name: .....

## 8.17 Fare Structure

इसे वेबसाइट [www.govtpressmp.nic.in](http://www.govtpressmp.nic.in) से भी डाउन लोड किया जा सकता है.



# मध्यप्रदेश राजपत्र

( असाधारण )

प्राधिकार से प्रकाशित

क्रमांक 377]

भोपाल, सोमवार, दिनांक 25 अगस्त 2014—भाद्र 3, शक 1936

परिवहन विभाग

मंत्रालय, वल्लभ भवन, भोपाल

भोपाल, दिनांक 25 अगस्त 2014

क्र. एफ-22-142-2004-आठ.—मोटरयान अधिनियम, 1888 (1888 का सं. 59)की धारा 67 की उपधारा (1) द्वारा प्रदत्त शक्तियों को प्रयोग में लाते हुए तथा उक्त धारा की उपधारा (1) के खण्ड (क) से (घ) तक के उपबंधों को ध्यान में रखते हुए तथा इस विभाग की अधिसूचना क्रमांक एफ-22-142-2004-आठ, दिनांक 3 अगस्त 2013 को आंशिक रूप से अतिष्ठित करते हुए, राज्य सरकार, एतद्वारा, राज्य परिवहन प्राधिकारी तथा समस्त क्षेत्रीय परिवहन प्राधिकारी को 27 अगस्त 2014 से प्रक्रम वाहनों का यात्री किराया निर्धारित करने के संबंध में निम्नलिखित निदेश जारी करती है:—

निर्देश

- (1) प्रक्रम वाहनों द्वारा अधिकतम प्रभार्य यात्री किराया (नगर वाहनों को छोड़कर) नीचे दी गई सारणी के कालम (1) में उल्लिखित सारणी के (2) में, उनके नाम के सामने उल्लिखित दरों के अनुसार होगा:—

सारणी

वाहन का प्रकार (1)	अधिकतम प्रभार्य यात्री किराया (2)
सामान्य प्रक्रम वाहन	रुपए 0.97 प्रति यात्री, प्रति किलोमीटर या उसके भाग के लिए न्यूनतम किराया रुपए 7.00 के अध्वधीन रहते हुए.
(2) उपरोक्त निर्देश (1) के अनुसार संगणित किराये में निम्नानुसार अधिकतम वृद्धि की जा सकेगी:—	
(1)	(2)
(क) रात्रि बस सेवा के लिए	सामान्य प्रक्रम वाहनों के किराये से 10 प्रतिशत अधिक
(ख) डीलक्स बस (नॉन ए. सी.)	सामान्य प्रक्रम वाहनों के किराये से 25 प्रतिशत अधिक

(1)	(2)
(ग) स्लीपर	सामान्य प्रक्रम वाहनों के किराये से 40 प्रतिशत अधिक
(घ) डीलक्स बस (ए. सी.)	सामान्य प्रक्रम वाहनों के किराये से 50 प्रतिशत अधिक
(ङ) सुपर लग्जरी कोच (ए. सी.)	सामान्य प्रक्रम वाहनों के किराये से 75 प्रतिशत अधिक

**टिप्पणी.**—(1) अतिरिक्त रात्रि बस सेवा प्रभार डीलक्स, नॉन ए. सी., स्लीपर, डीलक्स ए. सी. बस और सुपर लग्जरी कोच के किरायों पर लागू नहीं होगा.

(2) एक्सप्रेस बस सेवाओं के लिए कोई अतिरिक्त प्रभार अनुज्ञात नहीं किया जाएगा.

(3) बस सेवाओं का रात्रिकालीन बस सेवा, डीलक्स, ए. सी. डीलक्स और सुपर लग्जरी कोच सेवाओं के रूप में वर्गीकरण परिवहन आयुक्त, मध्यप्रदेश द्वारा समय-समय पर जारी दिशा-निर्देशों के अध्याधीन रहते हुए किया जाएगा.

No. F-22-142-2004-VIII.—In exercise of the powers conferred by sub-section (1) of Section 67 of the Motor Vehicles Act, 1988 (No. 59 of 1988), and having regard to the provisions of clause (a) to (d) of sub-section (1) of said Section and in partial supersession of this Department's Notification No. F. 22-142-2004-VIII, dated 3rd August 2013, the State Government, hereby, issue following directions to the State Transport Authority and all Regional Transport Authority regarding fixing of passenger fares of Stage carriages from 27 August 2014:—

#### DIRECTIONS

- Maximum Passenger Fares chargeable by Stage carriages specified excluding City Bus in column No. (1) of the table given below shall be at the rates specified in corresponding entries against them in the column No. (2) of the said table:—

TABLE

Type of Vehicle (1)	Maximum Passenger Fares Chargeable (2)
General Stage Carriage	Rs. 0.97 per passenger per K. M. or part thereof, subject to a minimum fare of Rs. 7.00

- As per direction (1) above, fares calculated may be increased to a maximum as follows:—

(a)	Night Bus Service	10% more than fare of general Stage Carriages
(b)	Deluxe Bus (Non A. C.)	25% more than fare of general Stage Carriages
(c)	Sleeper	40% more than fare of general Stage Carriages
(d)	Deluxe Bus (A. C.)	50% more than fares of general Stage Carriages
(e)	Super Luxury Coach	75% more than fares of general Stage Carriages

**Note.**— (1) Extra Night charges will not be chargeable on Deluxe (Non A. C.) Sleeper, Deluxe A. C. bus and Super Luxury coach fares.

(2) No extra charge would be permitted for express bus service.

(3) The classification of a bus service as night service, Deluxe, A. C. Deluxe and Super Luxury coach service would be subject to the guidelines issued by Transport Commissioner, Madhya Pradesh, from time to time.