

**ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE
(AICTSL)**



**“TENDER FOR PROVIDING, INSTALLATION,
OPERATIONS & MAINTENANCE OF VENDING
MACHINES AT 20 I-BUS STOPS ON A.B. ROAD BRTS
CORRIDOR.”**



ATAL INDORE CITY TRANSPORT SERVICES LIMITED

Plot No. 30- Residency Area, A.B. Road,

Opp. M.G.M. Medical College, INDORE - 452001

Ph.: +91-731-2499888

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Ph.: +91-731-2499888

No: 297/AICTSL/18-19

Date: 18/05/2018

NOTICE INVITING TENDER

Atal Indore City Transport Services Limited (AICTSL) is seeking a vendor to supply vending machine services to several AICTSL's i-Bus Stop facilities.

S No.	Name of Work	Earnest Money Deposit	Cost of Tender form (Rs.)	Period of Installation/ Services
1	"Tender for Providing, Installation, Operations & Maintenance of Vending Machines at 20 i-Bus Stops on A.B. Road BRTS Corridor."	Rs. 80,000/-	Rs. 10,000/-	30 Days + 36 Months

Key Dates:

1. Last date for Purchase of Tender	12 Jun, 2018 till 1730 Hrs.
2. Pre-Bid Meeting	25 May 2018, Time: 1500 hours at the O/o Managing Director Atal Indore City Transport Services Limited, 30, Residency Area, A.B. Road, Opp. M.G.M. College, Indore 452001
3. Last date for Submission of Tender (Online)	13 Jun 2018 till 1730 Hrs.
4. Last date for Submission of Hard Copy of Technical Bid and EMD	15 Jun 2018 till 1500 Hrs.
5. Technical Bid Opening (Online)	15 Jun 2018 at 1600 Hrs.

Note:

- Tender Document and other details shall be available on: - Website- www.mpeproc.gov.in
- Amendment to NIT, if any would be published on website only.

Chief Executive Officer
Atal Indore City Transport Services Limited

1. PURPOSE

The AICTSL is seeking a vendor to supply vending machine services to several AICTSL's i-Bus Stop facilities.

The Public Transport System in Indore city is being developed and implemented through a Special Purpose Vehicle i.e. Atal Indore City Transport Services Limited (AICTSL), as a strategy for solving the urban mobility problems of the Indore city under the perspective of prioritizing the mass public transport system as opposed to individual transport systems in order to structure an integrated transport system that offers higher quality security and reliability from users of corridors with the highest passenger demand in Indore city. Atal Indore City Transport Services limited is a company incorporated under Indian companies Act, 2013 in India with the main object of establishing and maintaining a public Transport system in the city of Indore.

2. STATEMENT OF NEEDS

Atal Indore City Transport Services Limited would like a vendor to supply drink and snack vending machines and services. The Bidder would be responsible for the machines and all maintenance and upkeep of the machines. The Bidder would supply all products for the machines and ensure all machines are adequately stocked with quality, fresh product.

Product supplied in machines shall be brand name products. This service shall be provided at no cost to the AICTSL and the Bidder would manage all monies associated with the operation of the machines. A notice shall be posted by the machine detailing refund procedures should individuals lose their money while attempting to purchase snack and drink items. AICTSL will not be responsible – nor will assist with this process.

The Bidder shall perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the i-Bus Stop premises. All equipment shall be kept in an orderly manner and fully functioning.

Currently Atal Indore City Transport Services Limited is operating a fleet of 110 buses plying on 15 routes and carrying 70,000 to 80,000 passengers per day. On Public Private Partnership basis. Under JnNURM scheme AICTSL has procured 125 CNG buses & additional 42 AC buses are being operated on the A.B. Road BRT Corridor named iBus. BRTS corridor is 11.5 kilometers in length and has 21 bus stations in the corridor.

Locations are primarily inside the i-Bus station near the gate of machines and Station details are listed below. The AICTSL has the right to request additional machines to be placed at other facilities, or for the removal of machines at existing locations should they become unnecessary.

<i>S.No</i>	<i>Station Name</i>	<i>S. NO</i>	<i>Station Name</i>
1	Niranjanpur	11	AICTSL
2	Scheme No. 78	12	Shivaji Vatika
3	Shalimar Township	13	GPO
4	Satya Sai	14	Indira Pratima
5	Vijay Nagar	15	Navlakha
6	MR9	16	Holkar College
7	Press Complex	17	Bhawarkuan
8	LIG	18	Vishnupuri
9	Industry House	19	Mata Gujri

10	Geeta Bhawan	20	Rajeev Gandhi
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It is the Bidder's responsibility to tell us what options are available to best meet the vending needs of each area. Please list the location in your bid and itemize your bid by location.

Renting property for commercial purpose and cross the threshold limit of Rs. 20.00 Lakh per annum, GST @18% shall be charged from the successful bidder on the rental amount.

Date: ____

Dear Sir/Madam,

Subject: _____

1. Atal Indore City Transport Services Limited (AICTSL) is seeking a vendor to supply vending machine services to several AICTSL's i-Bus Stop facilities. The services' description and key responsibilities and selection criteria will be as described in this document.
2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
 - i. This letter and Proposal Instruction Sheet (PIS)
 - ii. Instructions to Bidders (Annex I)
 - iii. Terms of Reference (TOR) (Annex II)
 - iv. Evaluation Methodology and Criteria (Annex III)
 - v. Format of Technical Proposal (Annex IV)
 - vi. Format of Financial Proposal (Annex V)
 - vii. Form of Agreement (Exhibit A)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the Instructions to Bidders (Annex-I).

PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below listed summary of the “**Instructions to Bidders**” are available in the Annex I (“Instruction to Bidders”) accessible from this <http://www.mpeproc.co.in>

S. No.	Instructions to Bidders	Specific Requirements
1.	Deadline for Submission of Proposals (Online)	Date and Time: 13 Jun 2018 Online Submission Date (Proposal submission after this date shall not be accepted by the web-portal www.mpeproc.gov.in)
2.	Online Submission	Electronic submission of Proposal as per Annex 1 The proposal has to be submitted in hard copy as well as online at www.mpeproc.gov.in . Only Electronic submission shall be considered for evaluation purposes. Hard copy shall be used for record and reference only. The process for submission is explained in the RFP document.
3.	Hard Copy Submission:	Hard Copy of the Technical Proposal must be submitted to: Managing Director Atal Indore City Transport Services Limited, 30, Residency Area, A.B. Road, Opp. M.G.M. College, Indore 452001 Tel: (0731) 2499888, 2904488, Fax: (0731) 2499887
4.	Cost of Bid Document	Rs. 10,000/- (on www.mpeproc.gov.in)
5.	Language of the Proposal:	English

S. No.	Instructions to Bidders	Specific Requirements
6.	Proposal Currencies	Indian Rupees
7.	Proposal Validity Period	120 Days
8.	Contact address for requesting clarifications on documents	Requests for clarifications should be sent to e-mail address:
9.	Pre-Proposal Meeting/ Pre-Bid Meeting	Date and Time: 25 May 2018, 15:00 hrs. Location: O/o Managing Director Atal Indore City Transport Services Limited, 30, Residency Area, A.B. Road, Opp. M.G.M. College, Indore 452001 Tel: (0731) 2499888, 2904488, Fax: (0731) 2499887
10.	Proposal Security/ Earnest Money Deposit	This is a mandatory requirement and must reach in Hard Copy for an Amount: <i>Rs. 80,000/- (Rs. Eighty Thousand Only)</i> in the form of DD / FDR in the name of Managing Director, Atal Indore City Transport Services Limited
11.	Performance Security	Performance Security will be equivalent to <i>[Five percent (5%)]</i> of the total bid price quoted in the form of Bank Guarantee as per the format at Exhibit A.

1. The Bidder will be selected based on the Evaluation Methodology and Criteria indicated in Annex III.
2. AICTSL reserves all the rights to reject or accept any/ all proposals, without assigning any reason whatsoever. AICTSL takes no responsibility for the delay, loss or non-receipt of any submission or letter sent by post, within the prescribed time period.

Yours sincerely,

Chief Executive Officer
Atal Indore City Transport Services Limited,
30, Residency Area, A.B. Road, Opp. M.G.M. College, Indore 452001
Tel: (0731) 2499888, 2904488, Fax: (0731) 2499887

Annex I

Instructions to Bidder

1. Preparation and Submission of Proposal

The period of validity of the Bid shall be 120 days from the Date of Bid Submission.

The bid document shall be written in English only. Online Bid submission procedure is given in this Annex I point No 14.

The Bidders shall have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

The Bidder must submit their proposals in hard copy also comprising Technical Proposal, proof of Document Purchased online and EMD in the form of DD/ FDR in a sealed envelope clearly marking _____ and delivered at the address below no later than **as given in Proposal Instructions Sheet**.

It shall be deemed that by submitting the Proposal, the Bidder has:

- i. made a complete and careful examination of the RFP document;
- ii. received all relevant information requested from the Authority;
- iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the Authority.
- iv. acknowledged that it does not have a Conflict of Interest.

AICTSL reserves all the rights to reject or accept any/all proposals, without assigning any reason whatsoever. AICTSL takes no responsibility for the delay, loss or non-receipt of any submission or letter sent by post, within the prescribed time period.

For any queries, email may be sent to

2. Submission Requirement

The bid submitted online by the Bidders shall be in the following parts:

Part 1 – This shall be known as **Envelope A** and would apply for all bids. **Envelope A** shall contain the following as per details given below:

- i. This letter and Proposal Instruction Sheet (PIS)
- ii. Instructions to Bidders (Annex I)
- iii. Terms of Reference (TOR) (Annex II)
- iv. Evaluation Methodology and Criteria (Annex III)
- v. Format of Technical Proposal (Annex IV)
- vi. Format of Financial Proposal (Annex V)
- vii. Form of Agreement (Exhibit A)

Part 2 – This shall be known as **Envelope B** and required to be submitted only where eligibility conditions are stipulated in the RFP document. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of eligibility conditions.

Part 3 – This shall be known as Online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed enclosed with the Proposal Instructions Sheet. (To be submitted online only)

To be eligible for engagement, the Bidders fulfilling the eligibility criteria (more precisely defined in Annex III – Evaluation Methodology and Criteria) shall provide satisfactory evidence to AICTSL of their eligibility. In addition, all proposals submitted along with covering letter (Format given at **Annex-IV**) shall include the following information:

Letter of Submission of Proposal including details of the firm (supported by Partnership Agreement and Registration Certificate issued by Institute of Chartered Accountants of India and other incorporation document) – **as per Annex IV**.

- Name of Firm;
- Year of establishment;
- Address and contact details;
- Address and contact details of Head Office & Branch Office(s), if any;
- Details of Contact person(s).

Details of Full Time Partners of the Firm containing following information (separate for each Partner):

- Name of Partner
- Address and Contact details of Proprietor / Partner
- Educational Qualifications
- Specialization in professional experience

Average Annual Turnover of the Firm for last 3 financial years 2014-2015, 2015-16 and 2016-2017 (supported by Audited Accounts/ Annual ITRs) as per **Annex-IV**

Names of major clients in Madhya Pradesh, other states and nature of services provided undertaken by the Firm as per **Annex-IV**

All documents should be self-signed & sealed.

3. Pre- Bid Meeting

Bidders requiring any clarification with regard to the RFP may send their queries to the address of CEO, AICTSL/ e-mail: ceo@citybusindore.com in writing before 1 day prior to pre-bid meeting through mail.

A pre-bid meeting shall be held to clarify the queries that the Bidders may have. The venue of pre-bid meeting will be as given in Proposal Instructions sheet. The minutes of pre-bid meeting incorporating the clarifications will be uploaded on website www.mpeproc.gov.in circulated among all participants of the pre-bid meeting and shall form part of RFP.

4. RFP Submission Date

1. Last date for Submission of Tender (Online)	13 Jun 2018 till 1730 Hrs.
2. Last date for Submission of Hard Copy of Technical Bid and EMD	15 Jun 2018 till 1500 Hrs.

Hard copy of RFP complete in all respects must reach AICTSL at the specified address on or before **the date given in Proposal Instructions Sheet** through Speed/ Regd. Post/ Courier or by hand. If the specified date for the submission of RFP is declared as a holiday for AICTSL, Indore, the RFP will be received up to the appointed time on the next working day.

5. Late Submission:

RFP received after the deadline for submission prescribed by AICTSL will be rejected.

6. Modifications and Withdrawal of RFP:

No modifications to the RFP shall be allowed once it is received by AICTSL, Indore.

7. Clarification:

Every Bidder shall be responsible for providing all information as required in this RFP document. For evaluating the RFP of the Bidder, AICTSL may ask any further information, clarification or document from the Bidder. Details of clarifications, information or additional documents, if any, required from Bidder, shall be in written form and will be communicated to the Bidder by AICTSL. The Bidder will be responsible to submit the information, as requested, within a stipulated time mentioned in the clarification letter. In case of non-submission of such information/ clarification/ document, AICTSL will evaluate the RFP based on the available records/ documents and as per the terms of this RFP documents. AICTSL reserves the right to accept or reject any application and to annul whole process without assigning any reason whatsoever.

8. Award of Work

Procedure for the award of work shall be as follows: -

On the basis of proposals received, AICTSL shall evaluate the proposals and prepare a list of eligible Bidders.

Financial Proposal of the eligible Bidders will be opened **online** only on the date and time specified in NIT. 'Financial Opening' letter to be sent to all eligible Bidders.

9. Rejection of Application:

AICTSL reserves the right to accept or reject any application; and/or to annul the process and reject all proposals at any time without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder and/or without informing the Bidders of the grounds for the AICTSL's action.

10. Period of Engagement:

The engagement would be for a period of **36 (Thirty-Six) months** excluding 30 days of Installation period and can be extended by AICTSL at its own discretion. This is more elaborately defined in **Exhibit A Conditions of Contract**. Notwithstanding anything contained in the RFP document, AICTSL would have sole irrevocable right to terminate the engagement and /or increase the number of such engagement and /or issue fresh invitation for similar engagement at any reason.

11. Rate and Payment Term

Payment will be made on the basis of Calendar Month, equal amount per month during the complete duration of contract. The proposal shall include all costs, taxes, duties, etc. except GST. GST shall be paid extra at the applicable rate.

12. Termination of Engagement:

If in the view of AICTSL, the performance of the Selected Firm is not satisfactory, or if it has failed to safeguard the interest of AICTSL, the Chief Executive Officer, AICTSL may at his sole discretion, terminate in writing the engagement of the Firm with the AICTSL by giving **one-month notice period**. The decision of Managing Director, AICTSL in this matter shall be final and binding on the Firm.

13. Jurisdiction

All disputes arising out of this appointment shall be subject to the jurisdiction of the appropriate court at Indore, Madhya Pradesh and will be governed by the laws of Madhya Pradesh and India as the case may be.

14. Procedure for Participation in E-Tendering

i. **Registration of Bidders on e-Tendering System**

All bidders shall register on the e-procurement portal <https://www.mpeproc.gov.in>. The bidders must use the user id allocated to them for all transactions/ communications. For more details, contact M/s Tata consultancy Services Corporate Block, 5th floor, DB City Bhopal-462011, email id: eproc_helpdesk@mpsdc.gov.in. Helpdesk phone numbers are available on website.

ii. **Digital Certificate:**

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain class III Certificate issued by an approved certifying Authority authorized by the controller of certifying Authorities, Government of India. For details please visit cca.gov.in.

Note:

- i. The digital certificate issued to the authorized user of a partnership firm/Private limited company/Public Limited Company and user for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user.

In case of Partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of partners of the firm.

In case of Private Limited company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a digital certificate. The Digital Signature executed through the use of the responsibility of Management/Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.

iii. **Set Up of Bidder's Computer System:**

In order for a bidder to operate on the e-tendering System, the Computer system of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are available at <https://www.mpeproc.gov.in>

iv. **Key Dates:**

The bidders are advised to strictly follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the Department.

v. **Preparation and Submission of Bids**

The bidders have to prepare their online bid, encrypt their bid data in the Bid forms and submit all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representatives.

vi. **Purchase of Bid Document**

For purchasing of the bid document bidders have to pay Service Charge online only which is Rs. [as per Bid Data Sheet]. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Debit/Credit card. Net banking or NEFT Challan through the payment gateway provided on the portal.

vii. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid submission end date.

Note:

- *Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.*
- *Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in*
- *AICTSL shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.*
- *In case, due date for 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.*
- *AICTSL reserves the right for extension of due date of opening of technical bid.*

Annex II

Terms of Reference

The following services are to be provided by the service provider.

1. Products:

List of all products and proposed price for each product to be resold in vending machines at the facilities.

2. Vending Operations and Operational requirements:

- A. Setting up the vending machine & maintenance for operating hours of bus services i.e. from 7:00 AM to 10:45 PM.
- B. The agency will provide the maintenance person full time to guide or solve issues of the machine.
- C. The power back up facility for vending machine would be arranged by the agency at its own Cost. AICTSL shall facilitate the agency for the electricity.
- D. The agency has to take the responsibility like security, of the machine at the bus stop. The agency has to take the insurance of the machine at its own cost.
- E. The location shall be handed over “as is where is” condition. The modifications and other changes shall be done by the agency taking AICTSL into confidence.
- F. Payment of the rent would be done from taking over the possession of vending machine space.
- G. The monthly rent as accepted by AICTSL for each vending machine station will be increased annually by 5% (Five percent).
- H. The responsibility of the cash in the machine shall be of the agency and no liability of AICTSL will be there on the same.
- I. No employee of the agency shall be permitted to travel in the ibus without the proper ticket or any prior approval of AICTSL and if found then the agency is liable for penalty.
- J. If in any case the machine needs to be shifted to any other place inside the station then the agency shall do the same at its cost.
- K. For any kind of advertisement on the vending machine AICTSL permission is required.

3. Vending Equipment:

- i. The machine size and type could be referred as Annexure A.
- ii. Bidder shall acknowledge that it will provide and install all Equipment (as defined in Annex III of the TOR, below) necessary to dispense Snacks and beverages at the facilities without charge.
- iii. Bidder shall acknowledge that equipment shall be in new or like-new condition and cosmetically acceptable.
- iv. Bidder shall acknowledge responsibility for Service to Equipment.
- v. Bidder shall furnish pictures of actual equipment proposed to be installed in each facility

AICTSL will not select a Bidder who has unsatisfactory performance or experience. Each Bidder must submit as part of its proposal, a written statement covering the following points:

- i. Each Facility shall have single point of contact (“POC”). Provide name and contact information for all POC’s.
- ii. Product stocking schedule.

- iii. Maximum response time for a request for service.
- iv. Three references from organizations that have contracted Services with the Bidder. The information provided shall include the name of the individual representing the firm or organization and contact information.

4. Reporting:

- i. Designate product volume accounting system, method of reporting to the AICTSL, and frequency.
- ii. Report should include, at a minimum, the following:
 - a. Product volume sold, by Facility
 - b. Percentage of sales
- iii. Please include sample report.

Complete arrangement i.e. installation, supply, etc, of the machine shall have to be done by the contractor & the space shall be identify by the AICTSL and in consultation with the Engineering wing of the AICTSL. The cost of machine, installation, maintenance of the vending machine will be borne by the Agency. However, if AICTSL is not satisfied with the service/ performance of the vending machine, a notice will be issued by AICTSL to the agency and within a period of one month, the agency is to vacate the provided space. The agency shall pay the rent for the space provided as quoted on a monthly basis by the 05th of every subsequent month to AICTSL. Any delay could cause the penalty of Rs. 100/- per day. The rent shall be on the basis of per machine.

Annex III: Evaluation Methodology and Criteria

Eligibility Criteria:

Firms fulfilling the following eligible criteria as listed below shall only apply for selection under this RFP to ISCDL. Any form of Joint Venture / Consortium of Firms will not be allowed for participation.

The eligibility criteria are as follows:

1. The Firm should be a Partnership/ LLP/ Pvt. Ltd. Firm.
2. The Firms should be in operations for a period of 10 Years or more.
3. The firm should have experience of 3 years or more in similar businesses.
4. Have average annual turnover of Rs.**25.00 Lacs** (Rs. **Twenty-Five Lakh only**) or above in the last 3 financial years 2014-2015, 2015-2016 and 2016-2017 (or provisional for year 17-18)
5. The firm must have minimum 10 team members including partners.
6. Have Office at Indore.
7. Should have never been issued cancellation of work order, forfeiture of EMD etc. by any Government and/ or semi Government/Autonomous entities, in last five years.
8. Should not have been barred from appointment by any government and/ or semi-government entities in last five years.

Evaluation Methodology:

The evaluation will be a two-stage process: -

Stage 1 – General cum Technical Bid Evaluation,

Stage 2 – Financial Bid Evaluation

A review committee under the chairmanship of Chief Executive Officer, AICTSL will evaluate the bids (technical and financial proposals).

General cum Technical Bid Evaluation

The evaluation will involve validating the credentials submitted in the format as prescribed. Credentials without necessary valid proof will not be considered for eligibility. AICTSL reserves the right to accept or reject proof of credentials at its sole discretion without having to give reasons to the Bidders thereof.

1. Work shall be awarded to the bidder who quotes the highest rental income per station to AICTSL.
2. Tenders shall be evaluated separately for each Vending Machine of bus stations. Hence a separate agreement for each bus station Vending Machine will have to be entered into.
3. All relevant expenses for drawl of agreement will be borne by the concerned bidder.
4. In case of difference in words and figure higher value will be considered.

5. Letter of Acceptance

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

6. Performance Security

- i. On being informed about the acceptance of the Tender and before signing the agreement, the successful Bidder shall deposit, within 15 days from the date of acceptance of tender, performance security amount, equal to 5% of contract value, in the form of unconditional irrevocable Bank

Guarantee (as per format given) pledged to Employer valid for entire duration of contract from the date of signing of the agreement.

ii. The successful Bidder shall execute an agreement (As per format given) on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation from Employer informing that his tender has been accepted.

iii. If the successful Bidder fails to execute the agreement and/ or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Employer.

7. Signing of Contract Agreement

The successful bidder shall have to furnish Performance security and additional performance security, if any, and sign the contract agreement within 15 days of issue of LOA.

The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.

In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

8. Corrupt Practices

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Annex IV

Proposal Submission Form

[The Applicant shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

To:
The Chief Executive Officer,

Date: *[insert date of Proposal Submission]*

Having examined the RFP document and the Scope, Eligibility Criteria and other terms and conditions as stipulated therein, we, the undersigned, hereby state that we are in conformity with the specified requirements and would like to offer to provide the Services as defined and described in the RFP, on the terms and conditions mentioned in the RFP Document.

1. We certify that all the information and representations furnished herewith are true, correct, valid and subsisting in every respect and can be supported with relevant documents of proof on demand by the Authority.
2. We agree and undertake that if our firm is short listed for technical and commercial bidding, we shall comply with the same.
3. If the assignment is awarded to our firm, we agree and undertake to provide the Services comprised in the scope within the timeframe specified, starting from the date of receipt of notification of award from the Authority.
4. We agree and undertake to abide by the terms and conditions, provisions, stipulations and covenants from time to time and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We understand that you are not bound to accept our request for participation in the process or not bound to accept our proposals that you may receive or give any reason for rejection of any application. We also agree and confirm that we will not claim any expenses incurred by us in preparing and submitting this proposal.
6. We are also aware that the Authority has also right to re-issue/ re-commence the selection process, to which we do not have right to object and have no reservation in this regard; the decision of the Authority in this regard shall be final, conclusive and binding upon us.
7. The entire set of documents, information about our firm, and clients etc. are enclosed hereto and shall form part of this application.
8. We enclose herewith our firm's profile (as per the prescribed format attached) for your perusal as per Annex IV - Annexure A.
9. We hereby declare that neither I nor any of our partners/ members of my/ their families (family will include besides spouse, children, parents, brothers, sisters or any of them who are wholly or mainly dependent on the Chartered Accountants) or the firm/Company in which I am/they are partners/directors have been declared as willful defaulter by any bank / financial institution.

10. We hereby confirm that I/We am/are not disqualified/ineligible under any regulations.

11. Our proposal shall be valid for a period of 120 days from the date fixed for opening of Proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

I / We confirm that the information furnished here are true to the best of my knowledge.

Thanking you,

Yours faithfully,

For _____

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Proposal Submission Form]*

Name: _____ *[insert complete name of person signing the Proposal Submission Form]*

Duly authorized to sign the proposal for and on behalf of: _____ *[insert complete name of Applicant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Annex IV - Annexure A

Information of Applicants

Name of the Firm (In full):	
Address:	
Telephone No(s):	
E-mail address:	
Year of establishment:	
Contact Person:	
Names, Address and Contact Details of individual Partners to be given:	
1.Name, Address and Contact Details:	
2.Name, Address and Contact Details:	
3.Name, Address and Contact Details:	
4.Name, Address and Contact Details:	

(Signature of Authorised Person)

Details of members proposed having experience in the required area of experience.

(Signature of Authorised Person)

Annex IV - Annexure B

Applicant's Experience

Project	Client Name	Cost of Works	Period of performance (from/to)	Description of Actual Services Provided	Present Status of the contract
1-					
2-					
3-					

N.B: Separate forms for each Company/ Client may be used. Copies of orders shall be attached along with the application.

(Signature of Authorised Person)

Annex IV - Annexure C

ANNUAL TURN OVER

Annual Turnover for the last three financial years, 2014-15, 2015-16 and 2016-2017 for last three years.

Average annual financial turnover for the works to be provided in the following format for the last 3 financial years;

Financial Information			
Financial Year	2014-15	2015-16	2016-17
Annual Turnover (in INR Crore)			
AVERAGE ANNUAL TURNOVER			
Note: Audited balance sheet along with copy of ITR for the above financial years to be enclosed.			

(Signature of Authorised Person)

Note: It should be attested by Chartered Accountant not belonging to the applicant firm.

Annex V

Financial Proposal

(to be submitted online only)

Date:

To:

Chief Executive Officer

Project: _____

Sir,

1. I the undersigned, offer to provide the services for the above in accordance with your Request for Proposal.
2. My Financial Proposal is given below:

S.No	Station Name	Rate in Figures Monthly to be given to AICTSL as rent	Rate in Words Monthly to be given to AICTSL as rent
1	Niranjanpur		
2	Scheme No. 78		
3	Shalimar Township		
4	Satya Sai		
5	Vijay Nagar		
6	MR9		
7	Press Complex		
8	LIG		
9	Industry House		
10	Geeta Bhawan		
11	AICTSL		
12	Shivaji Vatika		
13	GPO		
14	Indira Pratima		
15	Navlakha		
16	Holkar College		
17	Bhawarkuan		
18	Vishnupuri		
19	Mata Gujri		
20	Rajeev Gandhi		
	Total	Rs.	Rs.

The Amount quoted is inclusive of all costs, taxes, duties, surcharge etc. but exclusive of GST. GST shall be paid extra.

3. My financial Proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any. We, further, acknowledge that the amount as quoted above in words shall be treated final in case of any discrepancy between the figure and words.

4. I understand that you are not bound to accept any Proposal you receive.
5. Our Financial Proposal is without any condition and shall be binding upon us, i.e. 120 calendar days from the last date of submission of this Proposal.

Yours faithfully,

(Signature of Authorised Person)

Address:

Mobile No:

E-mail ID:

Annexure D: Format for Contract Agreement

(On Rs. 100/- Non-Judicial Stamp Paper, see ITB Clause 15)

THIS AGREEMENT made the day of, 2017 Between _____
_____ (hereinafter "the Client") of the one part and M/s _____
_____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Client is desirous that certain services viz. _____ in the tender reference no. _____ Dated _____ and has accepted a bid by the Contractor for the performance services for the sum of Rs. _____ /- (*Rupees* _____ only) (hereinafter called "the Contract Price") and supply of consumables as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Letter of Acceptance issued by the Client.
- b) The Contractor's bid including enclosures, annexures, etc.
- c) The General Conditions of the Contract
- d) The Scope of Work
- e) The Financial Bid
- f) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under.

S. No	Brief Description of Services	Contract Duration	Total Price
1			

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Client)

In the presence of.....

Signature

Name

Address

Witness 1.

2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1.

2.

Annexure E: Format for Performance Bank Guarantee

In consideration of the Atal Indore City Transport Services Limited (AICTSL) (hereinafter called the "**Client**") having offered to accept the terms and conditions of the proposed agreement (hereinafter called the "**said Agreement**") between AICTSL and M/s..... (hereinafter called the "**said Contractor**") for the work having agreed to production of an irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We (hereafter referred to as the "**Bank**") hereby undertake following:

1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the ____ day of ____ for _____