

# Atal Indore City Transport Services Limited (AICTSL)

Request for Proposal Document

For

Engaging Bus Operator

For

Bus Transport System in Indore City

On

Operate and Maintain, own on transfer basis

Atal Indore City Transport Services Limited

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

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

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**RFP for Bus Operator(s) for Bus operation on operate and maintain, own on transfer**

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**A. DISCLAIMER**

This RFP is being issued by the Atal Indore City Transport Services Limited (AICTSL) for inviting tenders for engagement of Bus Operator(s) for Bus Transport System of Atal Indore City Transport Services Limited (AICTSL) on Operate and Maintain, own on transfer basis on such terms and conditions and for the achievement of the Aims & Objectives of the BRS 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 AICTSL 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, AICTSL do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or misstatements, negligent 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. It is not possible for AICTSL 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 AICTSL 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. AICTSL make 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. AICTSL

may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements.

## **B. BRIF OVERVIEW OF AICTSL AND BUS OPERATIONS IN INDORE**

### **I. Introduction**

Indore Municipal Corporation Indore has undertaken an ambitious Mobilization program to face the transportation problems which have arisen due to rapid and disorderly population growth and increased use Of private vehicles in Indore City. The actions in progress seek to promote the non-automotive mobility, reduce the use of private vehicles and to Develop a mass transport of passenger service in Indore city.

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 mobilization 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 which 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, 1956 in India with the main object of establishing and maintaining a public Transport system in the city of Indore.

### **II. Regulation and Control Mechanism**

Currently Atal Indore City Transport Services Limited is operating a fleet of 110 buses plying on 24 routes net length of 277 KM carrying 1,00,000 to 1,10,000 passengers per day, as Public Private Partnership basis AICTSL is procuring 175 additional buses under one time assistance funding allocated under the JnNURM.

### **iii Vehicle, Services and Operation**

GPS based Passenger Information System (PIS) 'on-board' and 'off-board' PIS has been envisaged. The 'off-board' PIS is linked to the central control room's 'on-line' vehicle tracking system, where

besides tracking vehicle, other service quality attributes like punctuality, reliability, vehicle productivity, etc. are also monitored. In view of the business philosophy of 'customer driven and customer oriented' operations, the "Atal Indore City Transport Service Limited" Company (AICTSL) as a SPV, shall operate on business lines with sound commercial principles using a Public Private Partnership model, providing acceptable quality services to maximum number of people at affordable prices on a sustainable basis.

While the AICTSL will focus on planning, service standards setting, monitoring and control of quality of services; bus routes shall be hired on Daily premium per bus per day basis suitably linked to capacity utilization and fare box revenues.

In this scheme, the bus operator shall take buses from AICTSL operates, maintains and own on transfer after Agreement period is over besides meeting all statutory, regulatory and legal requirements associated with the bus, its ownership and operation. The fare-box revenue collection is done by the operator.

#### **IV. Parking and bus stops**

Bus Stations (BSt) and the bus stops – the initial contact points of the customers, creating as lasting an impression about the service quality and the image of the system as its vehicles, are planned, designed and architected to create perfect harmony between the infrastructure, and the users.

#### **V. 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 suggested for vehicle tracking, operations monitoring, 'off-board' PIS, and traffic signal prioritization.

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.

**C. NOTICE INVITING TENDERS & KEY DETAILS**

**Notice Inviting Tender (NIT)**

**ATAL INDORE CITY TRANSPORT SERVICES LTD., INDORE**  
**30, Residency Area, A. B. Road, Indore**

**NOTICE INVITING TENDER**

**(SECOND CALL)**

**Date. 13.03.2010**

Atal Indore City Transport Services Ltd. has been incorporated as a company to operate and manage the public transport system in Indore City with private sector participation.

The main aim of the Atal Indore City Transport Services Ltd. envisages to establish and maintain line of passenger coaches to transport passengers within the city limits on fixed time schedule on the specified routes with private participation. The operators/entrepreneurs will operate the buses on the specified routes, maintain the buses and collect the fare as fixed by the AICTSL and pay the Daily premium to AICTSL.

AICTSL now invites offer from the reputed & established travel operators/entrepreneurs to operate and maintain, own on transfer basis for running 125 Nos of city buses on 25 different routes of Indore city on the conditions and regulations specified by the company and offer Daily premium (Subject to Minimum of Rs 400/- per day ) per bus that could be paid to AICTSL.

Form for Request for proposal & offer format may be purchased during office hour from the office of AICTSL, at 30, residency area, A. B. Road, Indore from 15.03.2010 to 24.03.2010. Duly filled forms can be submitted till 3.00 PM on 25.03.2010 at AICTSL office.

Terms and conditions and other details can be enquired from the same office during working hours. RFP document can be seen from our website [www.citybusindore.com](http://www.citybusindore.com). The cost of RFP document is Rs. 5000/- (non refundable.)

**Managing Director**  
**AICTSL. Indore**

## D. DEFINITIONS & 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. **“Aims and Objectives of the ”Bus operation”** has the meaning ascribed to it in Section B of the RFP.
2. **“Bus operations”** has the meaning ascribed to it in the Clause A of the RFP titled “Disclaimer”
3. **“Bus Depot”** The developed space/area equipped with facilities, equipments, gadgets etc for general management, repair and maintenance, washing and cleaning, besides parking etc.
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 a sole proprietor or a partnership firm or a company who submits a Bid along with Bid Security under this RFP within the stipulated time for submission of Bids.
6. **“Bid Security”** shall have the meaning ascribed to it in Section-E Instructions to Bidders
7. **“Bid Process”** means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
8. **“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.
- 9.. **“BQS”** means bus queue shelters constructed at AICTSL bus stops.
10. **“Central Control Station”** means a central facility of AICTSL used mainly for service monitoring and operations control etc through hosting the central server and components thereof.
11. **“MD”** means the Managing Director of AICTSL.
12. **“Commencement Date”** means the date prescribed by AICTSL for commencement of the Bus operations by Bus operator under the Bus operator Agreement.
13. **“Bus Operator Agreement”** means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between AICTSL and the Successful Bidder through which

AICTSL will grant the rights to the Successful Bidder to, operate and maintain the buses, own on transfer during the Period of the contract/agreement as per terms specified in RFP.

14. **“Bus Operator”** means the Successful Bidder with whom AICTSL shall enter into the Bus Operation Agreement on, Operate and maintain, own on transfer basis.

15 **“Agreement Period”** shall be the period for which agreement is entered into between the bus operator and AICTSL as per terms and conditions of RFP or a shorter period resulting from termination of contract/agreement.

16. **“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 AICTSL in its sole discretion and notified to the Bidders.

17 **“AICTSL”** means the Atal Indore City Transport Services Limited or Employer and its authorized successors and assigns at all times.

18. **“AICTSL Representative”** means any person duly authorized by the AICTSL for the purpose of this RFP.

19. **“Letter of Acceptance” or “LOA”** means the letter issued by AICTSL to the Successful Bidder to operator buses, operation and maintaining, own on transfer basis in conformity with the terms and conditions set forth in the RFP.

20. **“PIS”** means Passenger Information System

21. **“RFP”** and / or **“RFP Document”** means the Request For Proposal document.

22. **“Parking area”** Is the area in the bus depot/terminal and or the parking yard for parking/other activities of buses which comprise the fleet of the bus operation service of the AICTSL.

23. **“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.

24. **“Penalty Clause”** Is the valuation that the parties make, voluntarily and as per mutual agreement, regarding the sums agreed to be paid on

account of damages for consequential damage, loss of profits, sanctions and indemnities caused by one contracting party to the other as direct or indirect consequence of acts or omissions of the other.

25. **“Contract/Agreement”** The Contract between AICTSL and the Bus Operator as a result of the bid process as completed in accordance with the RFP document.

26. **“Bus stops”** These are stops along the bus routes where users board and alight from buses.

27. **“Infrastructure provided to the bus operator”** Is the set of assets of the AICTSL whose possession is temporarily given to the bus operator as support of the System.

28. **“Duty schedule”** Is the trip/route/time schedule of a bus, for one time, in a scheduled service during an assigned operation.

29. **“Break down repairs”** Is the immediate repair of vehicles which cannot be operated satisfactorily due to defects developed in it.

30. **“Operating Permit”** Is the authorization granted by AICTSL/other competent authority 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. **“Service”** This is a 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.

32. **“Vehicle Tracking System”** Is the satellite and or other communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times.

33. **“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.

34. **“User tariff”** Is the cost of the ticket for the use of the AICTSL, charged to the System’s users.

35. **“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.

36. **“Arbitration tribunal”** An organ composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts.

**Invitations of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**E. INSTRUCTION TO BIDDERS (ITB)**

**1. Introduction**

- 1.1** Atal Indore City Transport Services Ltd. is a company incorporated under Indian Companies Act, 1956 in India with the main object of establishing and maintaining a Public Transport System in the City of Indore.
- 1.2** Interested Individual Firms are invited to submit their application for Routes/ cluster of routes on the basis of route wise offer in the form of amount of premium to be paid to the company per Day per bus. ( Routes are attached at Annexure-2) with complete details and supporting documentary evidences in a sealed envelope superscribed as 'Application for Operation of Bus Service for routes' and the applicants Firm's complete address with name.

**1.3** AICTSL will buy CNG operated Bharat stage III buses fitted with global positioning System (GPS) (detail of Bus specifications attached with agreement- Annexure-3) and hand them over to private bus operators on operate and maintain, own on transfer basis on the terms and conditions contained herein. The successful operator shall have to sign an Operator agreement as per Annexure-1. The successful operator will be required to pay the following amounts to the AICTSL on signing of the Agreement.

- i) The cost of the GPS equipment and insurance shall be borne by the operator.
- ii) An interest free Amount of Rs 3.40 lakh (Rs. Three lacs Forty Thousand Only) will be paid upfront by the Operator as performance Guarantee. This amount may be in form of Bank Guarantee, Banker's cheques, cash, Fixed Deposit etc.
- iii) An amount of Rs. 8,59,500/- (Rs. Eight Lacs Fifty Nine Thousand five hundred only) as Security Deposit per bus.
- iv) Pursuant to the successful completion of the Agreement and full payment as mentioned above Company shall have a right to auction the buses after completion of the term of the agreement and the sale proceeds shall be shared in the ratio of 60:40 i.e. 60% shall belong to the company and 40% shall be transferred to the operator.
- v) The bus operator will employ the drivers, conductors and other support staff and such staff shall be in proper uniform as decided by the company.
- vi) 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.

**1.3** 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.

**1.4** The Applicant must have their registered Branch/ Offices in Indore.

**2. Cost of Bidding**

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

**3. Content of Bidding Document**

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

**4. Cost of RFP Document**

The RFP Document would cost Rs. 5,000/- (Rupees Five Thousand only) to be remitted payable in the form of a Demand Draft from a nationalised / scheduled bank in India drawn in favour of "Atal Indore City Transport Services Limited", Indore payable at Indore.

**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 AICTSL in writing by post, courier or by facsimile at least 24 (twenty four) hours prior to the time of the Pre Bid Meeting at the following addresses / fax number in order to enable AICTSL to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

Vivek Shrotriya,  
Chief Executive Officer  
Atal Indore City Transport Services Ltd.  
Plot. No. 30- Residency Area, A.B. Road,  
Opp. M.G.M. Medical College, INDORE 452001  
Ph. : +91-731-2499888  
E-mail - [info@citybusindore.com](mailto:info@citybusindore.com)

Nothing in this section shall be taken to mean or read as compelling or requiring AICTSL to respond to any questions or to provide any clarification to a query. AICTSL reserves the right not to respond to questions it perceives as non-relevant which

may be raised by a Bidder or not to provide clarifications if AICTSL in its sole discretion considers that no reply is necessary.

No extension of Deadline for Submission of Bids will be granted on the basis or grounds that AICTSL has not responded to any question or provided any clarification to a query.

**6. Amendment of Bidding Documents**

At any time before the Deadline for Submission of Bids, AICTSL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, 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)"). All prospective Bidders who have purchased the RFP document shall be informed of such Addendum(s) in writing by e-mail and / or registered post, 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, AICTSL, reserves the right to extend the deadline for the submission of Bids. However no request from the prospective Bidder(s), shall be binding on AICTSL for the same.

**7. Pre- Bid Meeting**

**7.1** A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders on 22/03/2010 at 11.00 AM in Board Room of Atal Indore City Transport Services Limited, Indore.

**7.2** Clarifications, if any, including the text of the relevant questions raised at the Pre Bid Meeting and the responses given thereon shall be conveyed through email or by registered post to those, who would have purchased the RFP Document.

**7.3** Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.

**7.4** 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

7.5 AICTSL may, at its sole discretion, extend the Deadline for Submission of Bids.

**8. Documents constituting Bid**

The documents constituting the Bid shall be as follows:

**8.1 Technical Bid with Bid Security**

**Eligibility Criteria- Technical Stage**

A bidder shall be required to fulfill the following eligibility criteria:

- Minimum Two year experience in operation of transport.
- Financial Capability

S. No.	No of Routes Bided for	Net Worth (Rs. in Millions)	Turnover (Rs. in Millions)
1	1	2.5	10.0
2	2	5.0	15.0
3	3	7.5	20.0
4	More then 3	10.0	30.0

**N**

**Note2 : The Bidder fulfilling any one of the above mentioned criteria (i.e. Turnover or Net Worth) shall be considered as Financially Capable.**

**Note1 : last two financial years shall be reckoned as F.Y. 2007- 08 and 2008- 09**

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in **Form 1.1 to Form 1 .7 in Annexure- 1** of the RFP Document along with all documents required to be submitted as per the said Annexure including but without limitation any Memorandum of Understanding and the Bid Security. The said Technical Bids shall be evaluated by AICTSL in its sole discretion.

**8.2 Financial Bid**

The Financial Bids should be in the form and manner set forth in **Annexure-2** to this RFP.

**9. Preparation of Bids**

**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 AICTSL shall be written in English only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English then Bidder shall also enclose certified / authentic Translated copies of the same in English language. Any document which is not translated into English will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

**9.2 Bid Currency**

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

**9.3 Format of Earnest Money Deposit (“EMD”) or Bid Security**

Bid submitted in response to the RFP document shall be accompanied by a interest free Bid Security of Rs. 25,000/- per bus (Rupees Twenty Five Thousand per bus only) (hereinafter referred to as “Bid Security” or “EMD” ) in the form of a demand draft from a Nationalised / Scheduled Bank in India drawn in favour of Atal Indore City Transport Services Limited, and payable at Indore and shall be encashable at any branch of the bank at Indore.

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

No consortium/JV will be allowed

**9.5 Authentication of Bid**

The original of the Bid shall preferably be type written and shall be signed by a person or persons 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-1** hereto. The person or persons signing the Bid shall initial all pages of the Bid.

**9.6 Validation of interlineations in Bid**

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

**9.7 The Bid**

The Bidder shall submit Technical Bid only in original form (no

copies are required). Bidder shall submit only one original of the Financial Bid, clearly marking the same as "Financial Bid".

## **9.8 Sealing and Marking of Bids**

### **1. "Envelope A: Technical Bid for Bus operation on operate and maintain, own on Transfer basis"**

Should contain:

(a) The original of the Bid Security of the required value and in approved format in a separate envelop duly marked as EMD

(b) The original of the Technical Bid  
**(Form 1.1 to Form 1.7 of Annexure- 1)**

(c) Original RFP document/MoM/any other correspondence duly signed by authorized signatory

### **2. "Envelope B: Financial Proposal for bus operation on Operate and maintain, own on transfer basis"**

(a) The original of the Financial Bids shall be sealed separately **(Annexure- 2)**

(b) Both the envelopes viz. 'A' and 'B' along with the original bid documents issued by AICTSL along with updated addendums/ amendments thereto, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope.

i. The inner and outer envelopes shall be addressed to The Managing Director Atal Indore City Transport Services Limited Indore, and marked as below:

**"Tender for BUS OPERATION ON OPERATE AND MAINTAIN, OWN ON TRANSFER BASIS"**

ii. The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.

iii. If the outer envelope is not sealed and marked as above, AICTSL will assume no responsibility for the misplacement or premature opening of the Bid.

## **10. Period of Validity of Bids**

### **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 AICTSL.

AICTSL 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 AICTSL shall not be liable to send an intimation of any such rejection to such Bidder.

**10.2 Extension of Period of Validity**

In exceptional circumstances, AICTSL may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the AICTSL and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse AICTSL's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of AICTSL shall not be permitted to modify its Bid.

**11. Mailing Address for Bids**

Bids shall be addressed to Managing Director, AICTSL and sent at the following address:

Plot 30, Residency Area, A.B. Road, Opp. M.G.M. college, Indore-452001

**12. Deadline for Submission for Bids**

**12.1 Last Date and Time for Submission**

The Bids must be received by AICTSL, at the specified address, latest by the Deadline (**3 pm 25.03.2010**) 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 AICTSL, the Bids will be received up to the appointed time on the next working day.

**12.2 Extension of Deadline for Submission of Bids**

If the need so arises, AICTSL may, in its sole discretion, extend the Deadline for Submission of Bids. In such an event, all rights and obligations of AICTSL 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 established procedure.

**12.3 Late Bids**

Any Bid received after the Deadline for Submission of Bids prescribed by AICTSL will be summarily rejected and returned unopened to the Bidder. AICTSL 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 AICTSL.

**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 box before the deadline for submission.

**14. Bid Process – Steps & Evaluation**

**14.1 Opening of Technical Bids**

The envelop containing EMD shall first be opened. If the EMD is fund in order then only Technical Bids received in response to this RFP shall be opened by AICTSL in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at 15.30 hrs on 25.03.2010 in the Board Room of Atal Indore City Transport Services Ltd. The Bidders' representatives who are present at such opening shall sign a register 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 AICTSL, the Bids shall be opened at the appointed time and location on the next working day.

**14.2 Announcement of Bids**

The Bidder's names, the presence or absence of requisite Bid Security and such other details as AICTSL 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.

**14.3 Opening of Financial Bids**

- (a) 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. Decision of AICTSL 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.
- (b) 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 evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.

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

AICTSL 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 higher of the Amounts shall prevail.

#### **14.5 Clarification of Bids**

During evaluation of Bids, AICTSL 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 AICTSL before the expiration of the deadline prescribed in the written request for clarification, AICTSL 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 AICTSL in its written request. Any attempt by the bidder to modify/amend the bid shall render him liable to forfeiture of EMD by AICTSL.

#### **14.6 Rejection of Bid**

- (a) A Bid is likely to be rejected by AICTSL 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
  - (iii) Bid is not submitted in the bid-forms annexed in the RFP Document; or
  - (iv) Bid is submitted by telex, fax or email; or

- (v) Bid Security does not conform to the provisions set forth in this RFP; or
- (b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- (c) In addition to the foregoing, in the event a Bidder makes an effort to influence AICTSL in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.

**15. Criteria for Evaluation of Bids**

**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 sub-clause 8.1 in this section.

**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 16 of I.T.B i.e “Determination of highest Bidder”.
- AICTSL reserves all the rights related to the opening, evaluation and cancellation of Bids without assigning any reasons thereof.
- AICTSL can accept OR reject the financial bids without assigning any reason and decision of the AICTSL will be final in this regard.
- In case of any ambiguity while comparing the rates offered by the bidders, AICTSL reserves all the rights to decide on the issue of identifying selected bidder.

**16. Determination of highest Bidder**

The highest Bidder shall be determined on the basis of highest quoted rate for route premiums Rs per bus per Day without any condition (Subject to Minimum of Rs 400/- per day)

**17. Discharge of Bid Security of unsuccessful Bidder(s)**

The Bid Security of unsuccessful Bidders will be discharged /  
Atal Indore City Transport Services Ltd.

returned as promptly as possible after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing of the Bus Operator Agreement with the Successful Bidder.

**18. Discharge of Bid Security of successful Bidder**

The Bid security of successful bidder shall be retained as interest free security during the currency of bus operator Agreement. The Successful Bidder shall be required to furnish a performance guarantee on or before the date of signing the Bus operator Agreement.

**19. Forfeiture of Bid Security**

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

- (i) If a Bidder withdraws or amends the bid proposal during the period of Bid validity or,
- (ii) In the case of a Successful Bidder, if the Bidder fails to sign the Bus operator Agreement.
- (iii) In the case of any other situation as may be specified in the RFP document.

**20. Contacting AICTSL**

Unless specifically requested by AICTSL for a clarification, no Bidder shall contact AICTSL 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.

**21. AICTSL's right to accept or reject any and/or all Bids**

AICTSL 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 issuance of a Letter of Acceptance without incurring any liability.

**22. Award of Contract**

AICTSL shall award the contract to Highest bidder (H-1) whose offer is determined to be the highest acceptable for award of contract. However, pursuant to present Agreement between AICTSL and existing Operator, the existing operator shall be given preference on the Routes already operated upon by him/it, provided the existing operator opts to bid as per the terms of this tender on all the routes

operated by him/it. To participate in this bid shall be the precondition to show his/its interest to exercise his preference if any. The Contract shall be awarded in following manner :

After fixing H1 bid, the preference regarding opting of H1 price/bid shall rest with the existing operator of the concerned route and he shall exercise his option of acceptance of the highest bid received irrespective of his earlier agreed premium or bid now quoted by him In case the existing operator fails to exercise his option within 7 days the H1 bid will pass on to the bidder who has quoted H1 bid

**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 Form 1.7 of Annexure-1), with such modifications thereto/therein as may be mutually agreed upon by the AICTSL and the selected Bus operator at the time of finalization of the Bus Operator Agreement. Accordingly, AICTSL Hereby reserves the right to modify the terms of the Draft Bus Operator Agreement. 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 to the Successful Bidder or within such extended time frame as extended by AICTSL in its sole discretion.

**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.

**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.

**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 AICTSL upon such termination as set forth in the Bus Operator Agreement.

**Invitations of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**F. GENERAL CONDITIONS OF CONTRACT**

**1.Application**

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

**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.

**3. Security Deposit**

The successful bidder shall be required to pay an amount of Rs. 8,59,500/- Per bus as adjustable Security Deposit on or before execution of agreement. The Balance security deposit after adjusting annual license, termination for defaults, and surrender of route by the operator or any other dues to AICTSL available under this head shall be refundable to the bidder after successful completion of the entire agreement period. This adjustable Security Deposit shall not carry any Interest and will be an interest free deposit.

**4. Indemnity**

The ownership of the Buses will rest solely with AICTSL till the time the ownership of the Buses is transferred in favor of the successful operator upon successful completion of the term of the Operator agreement. However all consequential liabilities relating to the running of the Buses on the various routes will rest only with the successful operators and AICTSL shall not have any liability towards any third party or be liable to any possible claim as a result of any accident, any incident or any legal / statutory issue involving the vehicle or running of vehicle on such routes just because the operator has been allowed to operate buses owned by AICTSL and operators shall keep AICTSL fully indemnified at all times against any such claim or liability arising any time.

**5 .Performance Guarantee**

The successful operator shall be required to pay at the time of signing of this agreement Rs.3,40,000/- (Rs Three Lacs Forty Thousand only) as Interest free performance guarantee deposit against the obligations of the AICTSL hereunder or otherwise for each bus. The AICTSL 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 AICTSL shall return to the Bus operator the amount of above deposit, less the amount, if any, which has been adjusted against the terminal value for which the ownership of the bus shall be transferred and any obligations of the Bus operator hereunder or otherwise. The performance guarantee shall not bear any interest.

## **6. Representations and Warranties**

- a. 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 AICTSL and those provided during the term of the agreement;
- b. 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 AICTSL or any other authorized agency; (ii) are for the benefit of AICTSL; and (iii) are in addition to any warranties and remedies to which AICTSL may otherwise agree or which are provided by law.

## **7. 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 AICTSL's prior written consent.

## **8. Procurement/Provision of the buses**

- a) The AICTSL shall ensure that the buses are provided to the bus operators on operate and maintain, own on transfer basis as per the time schedule given in the bus operator Agreement and / or any amendments thereto.
- b) 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 AICTSL in writing of the fact and reasons for the such occurrence. As soon as practicable after receipt of Bus Operator 's notice in this behalf, AICTSL shall evaluate the situation and may at its discretion

extend Bus Operator 's time for performance of Bus Operator 's obligations under the Agreement. 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.

**9. Quality Check & Acceptance of buses**

The buses offered by the AICTSL shall be inspected in accordance with the Quality Check by AICTSL or its authorized agency during currency of the contract.

**10. Auction of bus after completion of the term of contract**

Company shall have a right to auction the buses after completion of the term of the agreement and the sale proceeds shall be shared in the ratio of 60:40 i.e. 60% shall belong to the company and 40% shall be transferred to the operator.

**11. Revenue Sources: Fare structure & collection system, advertisement on buses & revenue**

**11.1 Fare structure & collection system**

**11.1.1 Current Fare structure: the prevailing fare structure for the contracted buses as on date is as follows:**

Up to 3 kms.....Rs 4.0/-  
Up tp 7 kms..... Rs 6.0/-  
Up to 10 kms.....Rs 8.0/-  
Up to 13 kms.....Rs 11.0/  
Up to 16 kms.....Rs 13.0/-  
Up to 19 kms.....Rs 15.0/-  
Up to 22 kms.....Rs 17.0/-  
Up to 25 kms.....Rs 19.0/-

Above fare structure is subject to revision, time to time by the competent authority at its sole discretion.

**11.1.2 Fare collection system:**

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

**11.1.3 Automated Fare collection system:**

AICTSL is intends to Implement the automated fare collection system

(AFCS) for collecting the fare from the user of the services. The cost of operation and maintenance of such AFC system will be equally born by the operators and AICTSL.

**11.1.4 Current Pass system:**

All rights to issue various kind of passes will remain with AICTSL. Revenue generated through such passes will be shared between AICTSL and the operator in the ratio of 20:80. The AICTSL shall have full rights and shall be free to appoint a separate agency to make and distribute the passes. The revenue generated through passes shall be distributed among the various operators in proportion to the kms run per month by each bus.

**11.2 Advertisement revenue and sharing:**

The Company shall have exclusive right to advertise the space on the passenger coaches as under. The agency for advertisement shall be fixed by company through open tenders.

- a) Inside the bus : - at the back of the seats and on the handles etc
- b) Outside the bus: - At places decided by AICTSL.

The Advertisement revenue so obtained from the advertisement contract shall be shared in the ratio of 60:40 between the operator and the company i.e. AICTSL shall receive 40% of advertisement revenue.

**12. Implementation**

AICTSL 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 bus operator shall commence their operations as per the duty schedule, on routes, trips etc as directed by AICTSL or its staff, or authorized representative from time to time.

**Right to Inspect buses, Support Facilities and Documents/**

**13. Records**

- a) AICTSL reserves the right to inspect/arrange inspection through an authorized agent of any bus and support facility used by Bus Operator
- b) AICTSL 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 PF, ESIC, Service Tax, etc. of Bus Operator at

any time to monitor compliance with Bus Operator obligations.

**14 Ownership & Protection of Property**

a) AICTSL shall retain the title and ownership of any site/land allotted by AICTSL to Bus Operator for purposes of carrying out Bus Operator's obligations in relation to bus operation. Such title and ownership of AICTSL in respect of any such site/land shall not pass to Bus operator.

b) Upon expiry or earlier termination of the Bus Operator Agreement, Bus Operator shall transfer free of cost the possession of the bus and any equipment installed on the bus by Bus Operator for the Bus operations to AICTSL

**15. Intellectual Property Rights**

AICTSL may in its sole discretion allow the use of any and all buses used specifically for AICTSL 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.

**16. Suspension**

On the occurrence of any of the following events, AICTSL 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:

- (i) In the event and to the extent AICTSL is required to do so by 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.
- (ii) 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).

Any such notice of suspension issued by AICTSL 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 above suspension, from the date of issue of such notice of suspension. AICTSL may remove any such suspension after remedying by the operator.

**17. Term of Bus Operator Agreement**

The term of the Bus Operator Agreement shall be 7 (Seven) years

commencing from the execution of the Bus Operator Agreement between AICTSL and Bus Operator.

However, the Operator Agreement shall be reviewed after a period of five years, if the performance of the Operator and condition of the buses is found appropriate in opinion of AICTSL then it shall be renewed for a further period of two year.

**18. Termination for Default**

- (a) Without prejudice to any other rights available to AICTSL for breach of contract or otherwise AICTSL 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,

NB: AICTSL 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.

- (b) In any of the above mentioned conditions, AICTSL shall have the right to
  - Invoke the Performance Guarantee and / or take any other action including provisioning of buses to the BRT system through another bus operator agreement with any replacement Bus Operator selected by AICTSL in its sole discretion.
  - Upon expiry or earlier termination of the Bus Operator Agreement, Bus Operator shall transfer free of cost the possession of the bus and any equipment installed on the bus by Bus Operator for the Bus operations to AICTSL.

- (c) If Bus Operator , having been notified, fails to remedy the defect(s) within a timeframe specified in the Service Level

Acceptance metrics section, AICTSL 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 AICTSL may have against the Bus Operator under the Bus Operator Agreement.

**19. Termination for Insolvency, Dissolution etc**

AICTSL 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 company, provided that such termination will not prejudice any other rights of AICTSL. 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 AICTSL. 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.

**20. Force Majeure**

- a) AICTSL 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.
- b) 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.
- c) If a Force Majeure situation arises, Bus Operator shall promptly notify AICTSL in writing of such conditions and the cause thereof with supporting documents. Unless otherwise directed by AICTSL 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.

### **21. Surrender of Route by the Operator**

In case an Operator chooses to terminate the Agreement before completion of the term then if he is awarded single route then he will surrender all the buses of the same route, if he is awarded multiple routes then all the routes of the same Operator shall be surrendered.

Further, the Operator shall be required to pay a sum as equivalent to the excess of Depreciated value over the Market value determined by AICTSL. For calculating depreciated value, the depreciation shall be calculated @ 30% p.a. as per WDV method on gross cost of bus for full calendar month.

Also, the Performance Guarantee given by the Operator shall be invoked and amount forfeited.

### **22. Hypothecation of buses**

In spite of the fact that the buses are owned by the AICTSL, if the operator desires so, the Company may, at its sole discretion, enter into a tripartite agreement having the financier, the Operator and the Company as the parties to the same for obtaining the finance/loan.

However, the amount of loan obtained by the operator through hypothecation of buses shall not exceed Rs. 6,33,500/- per bus.

The terms and conditions of the hypothecation and tripartite agreement shall be decided by the management of the Company.

### **23. Annual License Fee**

An amount of Rs. 1,22,785/- (Rs. One Lac twenty two thousand seven hundred eighty five only) per year shall be charged as license fee from the operator. The annual license fee mentioned here above shall become due from the Operator on the day when the agreement comes into effect and on first day of every following year. If the same is not paid within 30 days of becoming due, the same shall be recovered from the Refundable Security Deposit of the Operator.

**Invitation of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**G. SCOPE OF SERVICES**

**1.0 DUTIES RESPONSIBILITIES OF BUS OPERATOR FOR STAGE CARRIAGE OPERATION OF AICTSL BUSES**

- 1.1 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.
- 1.2 The operator shall ensure that vehicles are plied by authorized drivers holding heavy Commercial Vehicle Driving License for at least 5 years OR other conditions laid down by State Transport Authority/MV Act/ AICTSL/ Traffic Police.
- 1.3 The driver and conductor shall be required to wear the uniform as approved by AICTSL with the PSV badge displayed on the left side of his chest. AICTSL logo, AICTSL route map will have to be displayed on the vehicle along with route descriptions.
- 1.4 The driver and conductor deployed shall bear high moral character and shall be courteous and polite to the commuters.
- 1.5 All drivers and conductors shall be required to undergo regular training and/or refresher courses as prescribed by AICTSL. The cost and expenses in respect of such refresher courses for drivers shall be to the account of and be borne by the operator.
- 1.6 Proper tickets shall be issued to the passengers for the fare paid as per the fair decided by AICTSL. The cost of printing of the tickets and ticket issuing vending machines will be borne by the operator.
- 1.7 The operator shall exercise such supervision as is necessary to ensure that the vehicle is operated in conformity with the Motor Vehicles Act/Rules with due regard for the comfort, convenience and safety of passengers carried and shall not use or cause or allow to use the vehicle in the commission of an offence under the Indian Penal Code on local or special laws or any statutory control order. The vehicle shall be kept neat and clean at all times during the operation. In case of non compliance of the same by the operator, a fine shall be imposed on the operator as per clause 2.0
- 1.8 The Operator shall ensure that the vehicle stops to pick up and allow the passengers to get off at the nominated Bus Stop.
- 1.9 First Aid Box shall be provided in the vehicle and shall be maintained and kept up to date.
- 1.10 All statutory obligations under labour laws and any enactments for benefit of employees of the operator shall be scrupulously observed by the operator. The operator shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Motor Vehicle Act, Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF and MP Act, ESI and various other acts as applicable from time to time with regard to the labour/personnel engaged by the operator.
- 1.11 Routes once granted shall be subject to change at any time during the term of the Contract with mutual consent.
- 1.12 Company shall have a right to auction the buses after completion of

the term of the agreement and the sale proceeds shall be shared in the ratio of 60:40 i.e. 60% shall belong to the company and 40% shall be transferred to the operator.

1.13 The staff employed by the successful operator shall not be construed to be the employees of AICTSL and as such shall have no rights and or claims against AICTSL and AICTSL shall not be liable for any acts or omissions on the part of the staff/employee of the successful operator.

1.14 To arrange for regular preventive maintenance and break down repairs etc. through an annual maintenance contract with the bus manufacturer or his authorized dealers or through other well equipped workshops at his own cost.

1.15 The Bus Operator must deliver to AICTSL every six month, on February 1<sup>st</sup> and July 31<sup>st</sup> each year, and during the term of this contract, a certification issued by the supplier or his dealers authorized and accredited by AICTSL. 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 AICTSL, 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 permanently guarantee the sound mechanical condition of the vehicles which comprise its fleet. For this reason, the preventive and corrective maintenance must meet minimum standards of frequency and qualification of procedures regarding the technology of the vehicles which comprise the fleet, which in any case, may be monitored and supervised by AICTSL. For this purpose, the bus operator is obliged to make available to AICTSL or its assignee, the vehicles in order to make the technical checks to ensure that they are in good condition as and when required.

1.16 In addition to above, ICTSL will conduct frequent checks for compliance of the maintenance & roadworthiness of each contracted bus. This evaluation may be done by the ICTSL or/and its authorized representative. The schedule of the such routine checks\* will be as follows:

- a. In first year of contract: once in an year
- b. 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of contract: twice in an year
- c. 5<sup>th</sup> year and onwards of contract: thrice in an year

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

1.17 After evaluation of the buses, ICTSL will issue a status report and instructions for the maintenance of the each bus and direct operator to take necessary action on these instructions.

- 1.18 Operator will have to resolve the various instructions issued by the ICTSL within 15 days (start from dt. of issue of the letter to the operator). Any increase in the number of days for such maintenance activity will be at the discretion of the ICTSL.
- 1.19 In case of non-rectification of such instructions within stipulated time to resolve, any subsequent repetition ICTSL may rectify such maintenance activities at its own cost which will have to be reimbursed by the operator without any dispute. In case of nonpayment of such expenses, proper action will be taken under the termination clause.
- 1.20 All cost / penalties if any imposed for committing Traffic Offences shall be borne by the Operators
- 1.21 To keep the Buses road-worthy in accordance with the provisions of the Indore Motor Vehicles Rules and other applicable regulations and carryout necessary repairs at his cost and expenses. The record of all preventive maintenance activities shall be kept in the bus maintenance log book and duly authenticated by the person in charge of carrying out bus maintenance. The log books shall be produced for inspection by officials of AICTSL as and when demanded.
- 1.22 To ensure the Insurance of the Buses is kept alive covering third party risk during the entire terms of the Contract.
- 1.23 To produce the Buses for inspection by AICTSL officials at the time of engagement and also subsequently as and when required by AICTSL.
- 1.24 In the event of vehicle getting damaged beyond repair, to arrange for replacement of vehicle. However, the amount received from insurances, if any will be transferred to the operator against replacement of the bus.
- 1.25 To display the photographs of the authorized drivers with particulars/antecedents duly verified from the police, inside the vehicle.
- 1.26 To ensure the proper speed limits for different routes as may be notified by the competent authority.
- 1.27 To ensure compliance with the scheduled operation as prescribed by AICTSL from time to time.
- 1.28 To ensure that the drivers and other personnel engaged by the operator do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters. The drivers and other personnel engaged by the operator are required to be police verified.
- 1.29 To abide by all statutory provisions including those made under various labour enactments.
- 1.30 AICTSL shall not be liable for any criminal and/or civil liability arising out of any accident or any action of sort and operator shall be responsible for defending the driver in a criminal and /or civil court in respect of any criminal/civil liability arising out of any action of tort on the part of driver. The operator will indemnify AICTSL against any such act. Proper records shall be maintained by operator and yearly certificate submitted to AICTSL.
- 1.31 To meet all stipulations of inspection schedule by STA from time to

time.

- 1.32 Payment for **Comprehensive Insurance Policy** will be made by the Bus Operator based on the terms & conditions decided by the AICTSL, where all risk of vehicles, passengers, drivers & conductors will be covered. Any claim related to bus operation of any kind shall be covered in the Comprehensive Insurance MACT Policy, even if the operation is planned and supervised by any agency other than the bus operator .
- 1.33 To submit, information, data, returns, reports, certificates etc as per the requirements of AICTSL, from time to time at the defined place and within the stipulated time in relation to provisioning and operation of buses.
- 1.34 To allow adequate supervision of the execution of the contract by AICTSL or by the auditors, inspectors and supervisors appointed by AICTSL allowing full and unrestricted access to any installation, equipments, buses and information by personnel authorized by AICTSL.
- 1.35 To maintain adequate conditions of cleanliness and security of the buses.

**The bus operator shall also ensure that**

- 1.31.1 There is no discoloration, alteration of the bus colour scheme, logo, peeling off of paint, non painting of any repaired work inside and outside the bus. In order to avoid discoloration etc., he will have to paint the bus (inside & outside) at least once in two years.
- 1.31.2 There is no fixing of any additional lights, gadgets, guards, fixtures, etc on the exterior of the bus without prior approval of AICTSL..
- 1.31.3 There is no alternation, missing/defective/damaged/other wise inoperative part or sub system of bus inside as well as outside related to the passenger safety.
- 1.31.4 There is no alternation, missing/defective/damaged/other wise inoperative part or sub system of bus inside as well as outside related to the passenger comfort.
- 1.31.5 All passenger information system, devises, gadgets are in perfect functional condition.
- 1.31.6 The visits by AICTSL authorised 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.
- 1.31.7 Buses are not transferred to any other person/owner/ agency without written permission of AICTSL; and benami operations are not performed.
- 1.31.8 The constitution/provision of the entity providing buses/ services as agreed are not amended without express and written permission of AICTSL.
- 1.31.9 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.

**2.0 Fines and penalties for deficiency in service quality:**

Fines and penalties for deficiency in service quality levels and in other service related parameters shall be leveled as per details given in the Annexure-5. These fines and penalties shall be recovered from the dues payable to the service operator should recovery as above not be possible for any reason the AICTSL shall invoke the performance guarantee and recover the dues. These fines/penalties shall be over and above any other fines penalties in posed by enforcement agencies/police etc. AICTSL shall also be free for any other action as deemed fit in different cases.

**3.0 Advertisement on buses:-**

The Company shall have exclusive right to advertise the space on the passenger coaches as under. The agency for advertisement shall be fixed by company through open tenders.

- a) Inside the bus - at the back of the seats and on the handles etc
- b) Outside the bus:- At places decided by AICTSL.

The Advertisement revenue so obtained from the advertisement contract shall be shared in the rate of 60:40 between the operator and the company i.e. AICTSL shall receive 40% of advertisement revenue.

**4.0 Parking Places**

- 4.1 The parking place will be provided by the AICTSL for the buses to be operated as a part of this agreement. The bus operator shall maintain and operate the bus parking place at his risk and cost. No temporary/ permanent structure will be erected without prior and explicit written approval of AICTSL.
- 4.2 In the identified locations for bus terminals, AICTSL shall provide minimum civil infrastructure required for maintenance/ operations of buses at its own cost. Implements required for maintenance/ service operations of buses shall be provided by the bus operator at its own cost. The electric/ water connection and consumption charges thereof shall also be the responsibility of the bus operator.
- 4.3 On expiry/termination of contract all such infrastructure will be transferred to AICTSL free of cost.

**5.0 Rights of the Bus Operator**

As a consequence of the agreement between AICTSL and the bus operator, the bus operator shall have following rights on a non-exclusive basis:

- 5.1 The right to use, the terminals along with civil infrastructure provided by AICTSL for maintenance/service of buses.

- 5.2 The right to receive and dispose of freely the revenues it may receive as a result of the bus operation under the terms and conditions laid in this contract.

## **6.0 Rights and obligations of AICTSL**

- 6.1.0 The right of AICTSL shall include, without limitations, the following.
- 6.1.1 The right to keep the ownership on the System, and therefore, that this ownership be recognized and honored by the bus operator.
- 6.1.2 The right to effect the structural planning of the AICTSL and buses as well as the Bus Transport System.
- 6.1.3 The right to determine the daily operation planning of the System and services of the transport activity to be performed by the bus operator.
- 6.1.4 The right to exercise control of the, Bus System operation.
- 6.1.5 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 AICTSL.
- 6.1.6 The right to obtain performance guarantee of value determined by AICTSL for performance of the contract.
- 6.1.7 The right to issue to the bus operator , its employees, agents, contractors or subcontractors, the operating instructions which it may deem convenient in order to guarantee the operational-ability, safety, quality and functionality of the System.
- 6.1.8 The right to receive income from collateral exploitations of the System, except as expressly provided for in this contract.
- 6.1.9 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.
- 6.1.10 The right to determine, according to the convenience of the mass passenger public transport service based on buses, the future developments of the AICTSL.
- 6.1.11 The right to supervise and demand the proper provision of administrative services in the above areas if in future assigned to the bus operator.

## **6.2 Obligations of AICTSL**

- 6.2.1 The contract awarded to the bus operator establishes the following obligations on AICTSL
- 6.2.2** 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.
- 6.2.3** The AICTSL will deliver to bus operator, manuals and minimum standards recommended by the manufacturers or suppliers of the vehicle or by AICTSL. The inspection procedure as the frequency and type of inspection for each technical condition specified for the vehicle shall be followed by the operator.

## **7.0 Legal Regime**

This contract shall be governed by the civil and commercial norms in effect 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 courts in Indore.

## **8.0 Dispute Resolution**

### **8.1 Amicable Resolution**

- (a) 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-article (b) below.
- (b) Either Party may require the Dispute to be referred to the Managing Director (MD), AICTSL for amicable settlement. Upon such reference, both the Parties and the MD or his nominee (who may or may not be an employee of AICTSL 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. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 8.2 below.

### **8.2 Arbitration**

#### **(a) Arbitrators**

Any Dispute which is not resolved amicably as provided in Article 8.1 shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators. 1 (One) arbitrator is to be chosen by each Party and the third to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

#### **(b) Place of Arbitration**

The place of arbitration shall be Indore.

#### **(c) Procedure**

The procedure to be followed within the arbitration, / arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

**(d) 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.

**(e) Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

**(f) 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.

**9.0. Tax Regime of the Contract**

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

- 9.1 The execution of this contract will be in accordance with the provisions of applicable tax regulations of the State of Madhya Pradesh and GOI.
- 9.2 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 by the bus operator.
- 9.3 The existing taxes, duties or contributions imposed on the title of the assets delivered under administration if any, will be assumed by the bus operator as of the date of the Delivery Certificate of the assets, if any, whether provisional or final.

**ANNEXURE-1**

**Invitation of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**Checklist for Submission of Bid**

**Technical Bid** Proposals and the **Financial Bids** shall include the following amongst other details

<b>Description</b>	<b>Annexure no.</b>	<b>Form nos</b>	<b>Envelope</b>
<b>Earnest Money Deposit (EMD)</b>			<b>A</b>
Covering Letter	<b>Annexure- 1</b>	<b>1.1</b>	<b>A</b>
Letter of Undertaking	<b>Annexure- 1</b>	<b>1.2</b>	<b>A</b>
Power of Attorney for the Bid Signatory	<b>Annexure- 1</b>	<b>1.3</b>	<b>A</b>
General Information	<b>Annexure- 1</b>	<b>1.4</b>	<b>A</b>
Financial Capability	<b>Annexure- 1</b>	<b>1.5</b>	<b>A</b>
Experience criteria	<b>Annexure- 1</b>	<b>1.6</b>	<b>A</b>
Draft Bus Operator Agreement	<b>Annexure- 1</b>	<b>1.7</b>	<b>A</b>
RFP Original document/MoM/any other correspondence duly signed by authorized signatory			<b>A</b>
Financial Bid	<b>Annexure- 2</b>		<b>B</b>

**ANNEXURE - 1**

**Form- 1.1**

**Invitations of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

Format for

**COVERING LETTER**

Date:

The Managing Director,  
Atal Indore City Transport Services Limited  
30, Residency Area Oppo. MGM, Medical College Indore.

**Sub: Submission of Bid comprising Bid Security, Technical and Price Bids for Procurement, Operation and Maintenance of buses for BRTS, Atal Indore**

Dear Sir,

1. We are submitting this Proposal for operating buses on, Operation and Maintenance of buses for Bus Transport System project in Atal Indore city, in conformity with the RFP Document issued by the Atal Indore City Transport services Limited (AICTSL).
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 (AICTSL). 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 AICTSL for carrying out the operation and Maintenance of buses for Bus Transport System project in Indore cityor

**RFP for Bus Operator(s) for Bus operation on operate and maintain, own on transfer**

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(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,

AICTSL 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 AICTSL as specified in the RFP within 15 days from the issue of the Letter of Intent (LOI) and additional 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, AICTSL has the right to forfeit / invoke the Bid Security being furnished by us along with this Bid.
10. We understand that AICTSL 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 AICTSL 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 \_\_\_\_\_  
2010

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

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

\_\_\_\_\_  
(In the capacity of)

\_\_\_\_\_  
Company Seal

\_\_\_\_\_  
(Name of firm)

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

**RFP for Bus Operator(s) for Bus operation on operate and maintain, own on transfer**

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\_\_\_\_\_  
\_\_\_\_\_  
Witness  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**ANNEXURE - 1**

**Form- 1.2**

**Invitation of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**Format for**

**LETTER OF UNDERTAKING**

[On the Letterhead of the Bidder (in case of Single Bidder)]

Date:

The Managing Director,  
Atal Indore City Transport Services Limited  
30, Residency Area Opp. MGM, Medical College Indore.

**Sub: Submission of Bid comprising Bid Security, Technical and Price Bids for Operation and Maintenance of buses for Bus Transport System for Indore City.**

Sir/ Madam,

We confirm that we are not barred by Government of Madhya Pradesh (GOMP), AICTSL or any other State Government in India (SG) or Government of India (GOI), or any of the agencies of AICTSL/SG/GOI from participating in any category of projects (Operation & Maintenance or otherwise) as on ... ..(Bid Due Date).

Yours faithfully,

\_\_\_\_\_  
(Signature of Authorised Signatory)

(Name, Title, Address, Date)

**ANNEXURE - 1**

**Form- 1.3**

**Invitations of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**Format For**

**POWER OF ATTORNEY FOR THE BID SIGNATORY**

**(in case the Bidder is submitting the Bid on his own)**

{On Requisite Stamp Paper}

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

WHEREAS in response to the Request for Proposal (RFP) for Operation and Maintenance of buses for Bus Transport System in AICTSL, the Company is submitting Bid Comprising Technical and Price Bids on behalf of the Bidder for Operation and Maintenance of buses for Bus Transport System in AICTSL to The Managing Director, Atal Indore City Transport Services Limited, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. \_\_\_\_\_ son of \_\_\_\_\_ Resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, THAT \_\_\_\_\_ [name of the company] 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 Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say :

To act as the Company'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  
Atal Indore City Transport Services Ltd.

**RFP for Bus Operator(s) for Bus operation on operate and maintain, own on transfer**

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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 Company as necessary for the purpose aforesaid.

<p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 2010 in -- the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the Company of [name of the company]</p>	<p>-----</p> <p>[name &amp; designation of the person]</p> <p>-----</p> <p>[name &amp; designation of the person]</p>
--	---

**ANNEXURE - 1**

**Form- 1.4**

**Invitation of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**FORMAT FOR GENERAL INFORMATION**

S. No	Particulars	Details
<b>1.</b>	<b>Basic Information of Organisation</b>	
a)	Name of Firm	
b)	Status in the Project	Single Bidder/ Company
c)	Country of incorporation	
d)	Address of the corporate headquarters and its branch office(s), if any, in India	
e)	Date of incorporation and / or commencement of business	
f)	Ownership of the Organisation (List of stakeholders / members who own 10% or more stocks & their interest in the Company)	1. 2. 3.
g)	List of current directors	
h)	Other key management personnel	
<b>2.</b>	Brief description of the Company including details of its main lines of business.	
<b>3.</b>	Proposed role and responsibilities of the Company in this project	
<b>4.</b>	Details of individual (s) who will serve as the point of contact/communication within the Company: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address (f) Fax Number	

SIGNATURE \_\_\_\_\_

**RFP for Bus Operator(s) for Bus operation on operate and maintain, own on transfer**

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COMPANY SEAL

NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_  
COMPANY \_\_\_\_\_  
DATE \_\_\_\_\_

**ANNEXURE - 1**

**Form- 1.5**

**Invitation of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**FORMAT FOR FINANCIAL CAPABILITY**

Information may be provided in any of the following format depending on the basis for seeking qualification

**1. Turnover related data**

All figures in Currency (Equivalent Rs.) millions

<b>Description</b>	<b>2007-08</b>	<b>2008-09</b>
Operating Revenue		
(add) Other Revenue		
<b>Total Turnover</b>		

**2. Networth**

All figures in Currency (Equivalent Rs.) millions

<b>Description</b>	<b>For Financial Year 2008- 09</b>
<b>Net- worth</b>	

**Note: 1. The Bidder shall submit Audited Balance Sheets/ Annual Reports for the last two Financial Years (i.e, 2007-08, 2008-09)**

	SIGNATURE	_____
	NAME	_____
	DESIGNATION	_____
COMPANY SEAL	COMPANY	_____
	DATE	_____

**ANNEXURE - 1**

**Form- 1.6**

**Invitations of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**FORMAT FOR EXPERIENCE CRITERIA**

**Technical Eligibility**

<b>S.No.</b>	<b>Particulars</b>	<b>Number</b>	<b>Evidence</b>
1	Fleet type and number owned		
2	Number of fleet size operated through a contract/concession		
3	Number of year of experience in operation of transport		

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

**ANNEXURE - 1**

**Form- 1.7**

**Draft Bus Operator Agreement**

**This Agreement** made this \_\_\_\_\_ Day of \_\_\_\_\_ 2010  
the Managing Director, Atal Indore City Transport Services Ltd  
(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 purchase CNG operated buses and hand them over to private bus operators on operate and maintain , own on transfer 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.:
  - (a) The Letter of Acceptance;
  - (b) RFP document
  - (c) Bus Specifications;
  - (d) Minutes of the meeting and other correspondences related to this project between AICTSL 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 to Operate and Maintain, own on transfer the buses 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 as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

**RFP for Bus Operator(s) for Bus operation on operate and maintain, own on transfer**

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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

**ANNEXURE-2**

**Invitations of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**Format For Financial Bid**

To,

The Managing Director,  
Atal Indore City Transport Services Limited  
30, Residency Area Oppo. MGM, Medical College Indore.

Subject :- Submission of Bid for operating buses on operate and Maintenance, own on transfer basis on specified Routes/ Cluster of Routes i.e. for Group -I

Dear Sir,

- 1.0 I the undersigned ----- on behalf of ----- of which & am a ----- herewith submit my officer 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 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 pay to the Atal Indore City Transport Services Ltd. Indore a Daily premium per bus for cluster of Routes as mentioned below

Route no.	Existing Buses on route	Further No of buses for tendering	Route Name	Premium quoted by bidder per bus, per day	
				Rs. In Words	Rs. In Figures
1	5	7	PANCHWATI TO TEJAJI NAGAR		
2	5	5	PANCHWATI TO RAJENDRA NAGAR		
3	6	6	GANDHI NAGAR TO PANCHWATI		
4	6	8	VAISHALI NAGAR TO PANCHVATI		
5	6	6	MHOW NAKA TO ARVINDO		
6	4	4	KHAJRANA DARGHA TO BADAGANPATI		
7	5	9	TEJAJI NAGAR TO GANDHI NAGAR		
8	5	3	RAJENDRA NAGAR TO GANDHI NAGAR		

**RFP for Bus Operator(s) for Bus operation on operate and maintain, own on transfer**

Route no.	Existing Buses on route	Further No of buses for tendering	Route Name	Premium quoted by bidder per bus, per day	
				Rs. In Words	Rs. In Figures
9	8	2	HAWA BANGLOW TO MANAWTA NAGAR		
10	4	2	BOMBAY HOSPITAL TO BADA GANPATI		
11	6	8	TEJAJI NAGAR TO GOMMATGIRI		
12	4	4	MANAWTA NAGAR TO RAJWADA		
13	4	1	RAJWADA TO KHAJRANA DARGHA		
14	Nil	7	ARVINDO TO M.Y. HOSPITAL		
15	Nil	7	SANGAM NAGAR TO M.Y. HOSPITAL		
16	4	2	NURANI NAGAR TO MUSAKHEDI		
17	5	5	NIMAWAR ROAD TO MR 10		
18	4	5	RAJENDRA NAGAR TO JANJIRWALA		
19	2	4	SIRPUR TO ST. PAUL SCHOOL		
21	Nil	8	SATISAI BAG TO BICHOLI MARDANA		
22	2	9	NIRANJANPUR TO SIRPUR NAKA		
23	2	5	BHAGIRATH PURA TO HAWABANGLOW		
24	2	4	RAJENDRA NAGAR TO JANJIRWALA		
25	8	2	INDORE TO PITHAMPUR		
26	6	2	INDORE, MHOW, PITHAMPUR		

**Note:- 1. In case of difference between words and figures, highest figure will prevail**

**2. Route that overlaps with Niranjapur to Rajivgandhi choraha the BRT corridor will be rerouted as per a consolidate BRT operations Plan.**

4.0 In addition to above, I undertake if our Bid is accepted, to completely discharge our obligations, commence operations and manage as per the RFP

Binding Signature of  
Employer

Dated-----

Binding Signature of the Bus Operator

**ANNEXURE - 3**

**Invitations of proposal for operating buses on operate and maintain  
own on transfer basis on specified Routes.  
Detailed Bus Specifications to be provided by AICTSL**

Sr. No	Item	Required specification for Bus Configurations	
		A 850+/-50 mm partial Non AC Semi Low Floor Buses	
1	<b>Engine</b>	Front	
i.	Type	Spark ignition	
ii	Model	TATA-LPO- 1613/55 CNG	
iii.	Fuel	CNG	
iv.	Emission Norm	BSIII	
2	<b>Clutch</b>	Dry signal plate, power assisted operation	
	<b>Gear Box</b>	5 forward, reverse synchromesh gear Box	
3	<b>Rear Axle</b>	Single reduction, hypoid gears, fully floating axle shafts with optimal gear ratios.	
4	<b>Front Axle</b>	Heavy duty Axle suitable for various floor heights	
5	<b>Steering system</b>	Hydraulic power steering	
6	<b>Suspension System</b>		
i	Front	Weveller	
ii	Rear	Air Suspension	
iii	Anti roll bars	Front	
iv	Shock absorbers	Hydraulic double acting 2 at front and 4 at rear	
7	<b>Braking System</b>	Drum brakes for front and rear. Graduated hand controlled, spring actuated parking brakes acting on rear wheels.	
8	<b>Electrical system</b>	24 volt	
9	<b>Tyres</b>	Steel Radial 10.00 R 20	
10	<b>Fuel Tank</b>	CNG cylinders capacity 625 lit	
11	<b>Fuel Tank</b>		
12	<b>Bus dimensions &amp; other details as per Bus Code (AIS 052)</b>		
i	Bus length	11300mm +/- 600 mm	
ii	Bus width	2600 mm (minus tolerance of up to 30mm)	
iii	Bus height	3800 mm max	
iv	Wheel base	6000 + 200 mm tolerance	
13	<b>Maximum floor height above the ground (mm)</b>		
i	Axle Clearance(mm)	min.190 mm	
ii	Wheel Area Clearance(mm)	Not less than 250mm for parts fixed to the bus body and 200mm for the parts that move vertically with the axle.	
iii	Minimum GroundClearance (mm)	Within the wheelbase not less than 270mm with bus unknueled.	
14	<b>Front and central service doors (Doors - collapsible inside)</b>		
i	Door aperture		
a)	Front	800 mm (min) ahead of front axles	
b)	Central	1200 mm (min) between axles	
ii	Clear door width		
a)	Front	700 mm +/- 50mm (in fully open condition)	
b)	Central	1500 mm +/- 50 mm (in fully open condition)	
iii	Door height	1900 mm (min)	
iv	First step - height of service door	400 mm	
v	Locations excluding driver doors	Front door - In front of driver door Central door - Between two wheel arches	
15	<b>Type of bus body</b>	Type I as per bus code tublar structure frame Floor material as Marine plywood board of 19mm thickness, superimposed with Anti-skid type Silicon grains of non-skid material of minimum 3mm thickness.	
16	<b>Safety fitting and glasses</b>		
i	Front windscreen	Laminated Safety Glass, plain, flat with curved corners with PVB film insert as per IS 2553 (part-2)-1992 or latest min. size in mm. (2300-2500*8mm* one piece) or as per front facia design of bus manufacture	
ii	Side window	Flat, 2-piece design with top fixed & bottom sliding toughened glasses	
iii	Rear windscreen	Single piece curved toughened glass with plain/flat at centre and 800-900 * (2200-2300) mm	
iv	Emergency exit window glasses	Toughened glasses of min area of 4000 sq cm and thickness 4.8-	
v	Front and rear service door glasses	With 4 Toughened glasses of thickness 4.8-5.3mm per gate	
17	<b>Passenger Seats</b>	2*2 layout > *38-40 seats of 350*350mm (minimum) seating space, made up of 'PPLD/LDPE' moulded material.	
18	<b>Lighting - passenger compartment</b>	Sunken type tube light assembly of 20 W transistorized inverter with slim type 600 mm long fluorescent tube rod of 18W	
19	<b>Wind screen wiper</b>	Two numbers Electrically operated, complete with two wiper arms & blades, wiper motor of heavy-duty steel body with minimum 2-Speed operation. Variable speed with time delay relay. 24V*150W. Minimum of 20-40 cycles per minute. panoramic type	
20	<b>Destination Board</b>	4 No. LED Board in front, Rear, back and inside	
21	<b>Audio Based PIS</b>	Yes	
22	<b>First Aid Kit</b>	Yes	
23	<b>Toolkit</b>	Yes	
24	<b>Complaint Box</b>	Yes	
25	<b>Fire Extinguisher</b>	Yes	
26	<b>JnNURM Logo</b>	As per Gol requirement	
27	<b>Reflective strip</b>	As per motor vehicle Act, Gol	
28	<b>Multiplex wiring System Compatible &amp; ITS related requirements</b>		

**ANNEXURE-4**

**Invitations of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.**

**1.Details of Routes / Cluster of Routes**

A)	* Route No-14	-	(M.Y.H. TO ARVINDO HOSPITAL)*
B)	* Route No-15	-	(M.Y.H. TO SANGAM NAGAR)*
C)	* Route No-21	-	(SATISAI BAG TO BICHOLI MARDANA)*
D)	Route No- 1	-	(PANCHWATI TO TEJAJI NAGAR)
E)	Route No- 2	-	(PANCHWATI TO RAJENDRA NAGAR)
F)	Route No- 3	-	(GANDHI NAGAR TO PANCHWATI)
G)	Route No- 4	-	(VAISHALI NAGAR TO PANCHVATI)
H)	Route No- 5	-	(MHOW NAKA TO ARVINDO)
I)	Route No- 6	-	(KHAJRANA DARGHA TO BADAGANPATI)
J)	Route No- 7	-	(TEJAJI NAGAR TO GANDHI NAGAR)
K)	Route No- 8	-	(RAJENDRA NAGAR TO GANDHI NAGAR)
L)	Route No- 9	-	(HAWA BANGLOW TO MANAWTA NAGAR)
M)	Route No- 10	-	(BOMBAY HOSPITAL TO BADAGANPATI)
N)	Route No-11	-	(TEJAJI NAGAR TO GOMMATGIRI)
O)	Route No- 12	-	(MANAWTA NAGAR TO RAJWADA)
P)	Route No- 13	-	(RAJWADA TO KHAJRANA DARGHA)
Q)	Route No- 16	-	(NURANI NAGAR TO MUSAKHEDI)

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- |    |              |   |                                    |
|----|--------------|---|------------------------------------|
| R) | Route No- 17 | - | (NIMAWAR ROAD TO MR 10)            |
| S) | Route No- 18 | - | (RAJENDRA NAGAR TO<br>JANJIRWALA)  |
| T) | Route No- 19 | - | (SIRPUR TO ST. PAUL SCHOOL)        |
| U) | Route No- 22 | - | (NIRANJANPUR TO SIRPUR NAKA)       |
| V) | Route No- 23 | - | (BHAGIRATH PURA TO<br>HAWABANGLOW) |
| W) | Route No- 24 | - | (RAJENDRA NAGAR TO<br>JANJIRWALA)  |
| X) | Route No- 25 | - | (INDORE To PITHAMPUR)              |
| Y) | Route No- 26 | - | (INDORE, MHOW, PITHAMPUR)          |

## ANNEXURE-5

### Invitation of proposal for operating buses on operate and maintain own on transfer basis on specified Routes.

#### Service Levels and Fines and Penalties for deficiencies

#### 1.0 Need for a Performance Monitoring System

It is AICTSL mission to provide the residents of Indore with a reliable, efficient bus transit service. Given the current state of operations and the impending increase in fleet size, AICTSL has initiated a performance monitoring system by which the bus service can be supervised in terms of scheduling, routing, user interaction, safety, reliability, regularity of service and utilization of rolling stock. Monitoring the system would assist not only in tracking current operations but also in projecting future forecasts and help in suitably reorganizing bus operations to cater to the evolving demand, facilitate convenient efficient urban trips and reduce vehicular congestion. It is thus necessary for all involved agencies/ entities to co-operate with this

#### 2.0 Overview:

The performance system consists of seven main criteria as discussed below. Service operations by each bus, route and operator shall be monitored by AICTSL on a daily basis and summarised at the end of each month. Based on the standards agreed upon in this document, each operator shall be assigned a performance class. The performance class shall be used to determine rewards for good service operations and penalties for operations that need improvement.

#### 3.0 Performance Criteria:

The seven main criteria used in the system are as follows-

**3.1 % Scheduled Kms Operated:** This criterion measures the percentage of operated kms out of the scheduled kms, for the entire month. The actual kms the bus operates per day shall be obtained from the GPS unit.

**3.2 % Stops Covered:** This criterion measures the percentage of the actual stoppages out of the predetermined stoppages. The actual stoppages of the bus shall be recorded by the GPS unit.

**3.3 % Speed Violations:** A speed violation occurs when a bus goes over the speed limit of 40 km/hr. The minimum acceptable standard is set at 15 speed violations/100 km and shall again be recorded by the GPS device. The percentage value is calculated as  
$$\% \text{ Speed Violations} = [15 / (\text{Speed Violations per 100 km})] \times 100$$

3.4 **Bus Condition Score:** Bus condition shall be evaluated based on the following sub-criteria

- Broken Glasses (20)
- External Damage (10)
- Internal Damage (20)
- Bus Cleanliness (30)
- GPS Equipment Maintenance/Tampering (10)
- Suggestion Box Condition/Tampering (10)

The points for compliance are indicated in percentages. AICTSL staff shall perform daily inspection of the buses at the depot prior to commencement of the day's operation.

3.5 **Staff Performance Score:** Staff performance shall be evaluated by AICTSL monitors on the following criteria:

- Bus Staff Uniform (30)
- Interaction of bus staff with passengers (70)

Bus-staff shall be inspected daily for reporting in the AICTSL prescribed uniform. The interaction of the bus-staff with passengers shall be recorded via complaints received on the toll-free telephone number, along with the feedback boxes installed in the buses. Points for complete compliance are indicated in percentages. There will also be surprise checks of the bus operation.

3.6 **% Stops On Time:** This criterion measures the percentage of stops from which the bus departs on-time, for the entire month. If the bus departs less than five minutes before or after the scheduled time, it is recorded as being on-time. For example, if a bus is scheduled to depart from bus stop A at 3:30 pm then the bus will be considered on-time if it departs between 3:25pm and 3:35pm. **This criterion is being monitored on a trial basis – i.e. buses shall be monitored daily but not fined till further notified.**

3.7 **% Trips Completed:** The percentage of the total scheduled trips that the bus completes is given by this criterion. A complete trip is one where the bus starts and ends at the stipulated stops respectively. **This criterion is also being monitored on a trial basis and operators shall not be fined till further notified.**

#### 4.0 Monthly Report:

A monthly report will be provided to the bus operators on the 5<sup>th</sup> day of the every month summarizing the performance of individual buses in the previous month as follows.

**RFP for Bus Operator(s) for Bus operation on operate and maintain, own on transfer**

The weighted sum of the scores in all the criteria gives the final score which shall serve as the monthly rating of the bus. Similar tables of route-wise performance and operator-wise performance will also be provided. These tables will aggregate the performance of all the buses route-wise and

<b>Bus Number:</b>	Score	Weight	Weighted Score
% Scheduled Km Operated		20 %	
% Stops Covered		20 %	
% Speed Violations		20 %	
Bus Condition Score		20 %	
Staff Performance Score		20 %	
% Stops On-Time		TBA*	
% Trips Completed		TBA*	

operator-wise respectively.

**5.0 Performance Class:**

\* Monitored on a trial basis.

Based on the weighted score the performance of each bus is classified into 4 classes for each criterion, as shown below.

The desired performance is of Class I level and does not draw any financial dues. Class II through IV have assigned dues, as indicated below.

	Class I	Class II	Class III	Class IV
% Scheduled Km Operated	95 % +	75 to 95 %	50 to 75 %	Under 50%
% Stops Covered	95 % +	75 to 95 %	50 to 75 %	Under 50%
Speed Violations (per 100km)	0-5	5-10	10-15	15+
Bus Condition Score	95 +	75 to 95	50 to 75	Under 50
Staff Performance Score	95 +	75 to 95	50 to 75	Under 50
% Stops On-Time *	95+	75 to 95	50 to 75	Under 50
% Trips Completed*	95+	75 to 95	50 to 75	Under 50

- Class I – Rs. 0
- Class II – Rs. 100
- Class III – Rs. 200
- Class IV – Rs. 300

In a following month, if a bus makes a class-wise improvement in a particular category then as an incentive, the fine for that month for that category is waived. For example, if Bus X moves from Class III in April to Class II in May, then it is not liable to pay the Rs. 100 that is due for that class.

The total due amount must be paid by the 10<sup>th</sup> of the month. If the dues are not paid on time, they shall be deducted from the amount entitled to the bus operator from pass revenue sharing.

**6.0 Special Incentives:**

AICTSL shall not retain any amounts generated from the performance class system. All the dues collected by the performance class system will be awarded to the best operations in the month. The lump-sum of dues collected shall be divided into three main awards, distributed as explained below:

Incentive	Description	Allocation (% of dues collected)	Recipients
Best Performing Bus	Bus that scores in Class I for all the criteria	30%	Equally among the bus driver and conductor
Best Performing Route/s	A route in which all buses score in Class I for all the five criteria	40%	50% to route operator and 50% equally between bus staff (driver and conductor)
Most Reliable Route	A route that has the highest average value in the ‘% Stops On-Time’ criterion for its fleet with a minimum of 75%	20%	Equally among the bus staff (driver and conductor)

There will be two more quarterly incentives in addition to the above listed monthly incentives. Financial awards for each shall be drawn equally from the residual 10% of the dues collected over the three months.

6.1 Consistently Best Performing Bus: The bus that has the highest average total score for the three months shall be judged as the best bus in this category. This award is to be shared equally by the bus driver and conductor.

6.2 Bus with Most Improvement: The bus that has the greatest numerical increase in its total score over the three month period shall be judged as the bus with the most improvement. This award is also to be shared equally by the bus driver and conductor.

**7.0 Co-operation between operators and AICTSL**

The performance monitoring system is essentially to consistently improve bus operations in Indore. The success of the AICTSL bus services is dependent upon commitment from all the involved entities including the bus operators, bus drivers, conductors, schedulers and the staff at AICTSL.