

Request for proposals to operate city buses in [City]

[IMPLEMENTING AGENCY]

1 Introduction

[City description]. [City] sees a high level of dependence on personal motor vehicles. To address these mobility issues, the [IMPLEMENTING AGENCY] ([IMPLEMENTING AGENCY]) is interested in expanding the city's public transport system by providing more frequent service, modern rolling stock, and better connectivity throughout the city. The modern bus fleet will serve the over XX existing daily public transport passengers in the city as well as attract new users.

In order to provide frequent public transport service to all areas of the [City], the existing bus fleet must be expanded significantly. Service will be provided at reasonable frequencies: no more than 10 minutes between buses, with more frequent service on busy corridors. Given the moderate demand on most of corridors in [City], a fleet of midi and 12m buses will be deployed. An entirely new fleet will be procured to replace the city's aging bus fleet and to ensure compliance with the specifications for urban buses provided by the Ministry of Urban Development, Government of India.¹

[IMPLEMENTING AGENCY] plans to introduce XX buses in operation by DD-MM-YYYY and XX additional buses in operation by DD-MM-YYYY, for a total fleet of XX buses.

To support the expanded bus service, bus stops in [City] will be updated so that they have consistent amenities for transport customers. Stops will be sized according to passenger demand. In addition, [City] plans to upgrade the city bus terminal(s) at _____ with paved surfaces, weather-protected waiting areas, and customer conveniences. [IMPLEMENTING AGENCY] also will implement a new depot with modern facilities for bus maintenance.

2 Scope of work

[IMPLEMENTING AGENCY] will select a Service Provider to procure, operate, and maintain XX high quality, air-conditioned midi and 12 m buses for a period of XX years. The Service Provider shall operate the buses on designated routes covering a combined road length of approximately XX km. The buses must be operational by DD-MM-YYYY.

The Service Provider will be responsible for hiring drivers, supervisors, and maintenance crews. The Service Provider will operate bus services as per a daily schedule provided by [IMPLEMENTING AGENCY], subject to a guaranteed minimum number of annual km. [IMPLEMENTING AGENCY] will hand over depot space to the Service Provider, who in turn will maintain it through the end of the contract period. The Service Provider will be responsible for procuring tools and equipment for bus maintenance. The Service Provider will carry out bus cleaning regularly as per an agreement with [IMPLEMENTING AGENCY].

The collection of fares will be undertaken through a separate contract by [IMPLEMENTING AGENCY], and the Service Provider shall be required to co-operate with [IMPLEMENTING AGENCY] to ensure collection of fares. The Service Provider will not collect fares, nor will the Provider receive fare revenue directly. The Service Provider shall be paid as per the actual operated

¹ <http://www.urbanindia.nic.in/programme/ut/Urban-Bus-Specifications-II.pdf>

km, with adjustments made in accordance with minimum assured annual kilometres. The formulae for calculating payments to the operator will also include provisions for considering variations in fuel prices and other variables. In addition, a list of incentives and penalties is given to ensure that the required performance is achieved. All rights to advertisement, sponsorship, or naming rights associated with the system will remain with [IMPLEMENTING AGENCY].

[IMPLEMENTING AGENCY] hereby requests interested Parties to respond to this call for Request for Proposals for the operation of city buses in [City].

3 Disclaimer

[IMPLEMENTING AGENCY] has taken due care in preparation of information contained in this document and believes it to be accurate. However, neither [IMPLEMENTING AGENCY] or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Furthermore, this information is not intended to be exhaustive. The information in the document is non-binding on [IMPLEMENTING AGENCY], any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Bidders are advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Interested parties and respondents will be required to confirm in writing that they have done so. [IMPLEMENTING AGENCY] requests the bidders to go through the RFP in detail and bring to notice (of [IMPLEMENTING AGENCY]) any kind of error, misprint, inaccuracies, or omission in the document.

[IMPLEMENTING AGENCY] reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal.

Interested parties, after careful review of all the clauses of this RFP, are encouraged to send their suggestions in writing to [IMPLEMENTING AGENCY]. Such suggestions, after review by [IMPLEMENTING AGENCY], may be incorporated into this RFP as an addendum which shall be uploaded onto the tender website. Interested parties should check the website to download the final terms and conditions before submitting Proposals.

4 Notice of tender invitation

5 Definitions

In this RFP, the following word(s) shall have the meaning(s) assigned to them herein below:

- “Annual Assured Bus Kilometres” means the minimum Bus Kilometres that [IMPLEMENTING AGENCY] will request the Service Provider to operate in a period of twelve consecutive calendar months, subject to the provisions of section 8.5.3.
- “Applicable Kilometre Charge” means the rate that is to be paid by [IMPLEMENTING AGENCY] to the Service Provider per Bus Kilometre operated for a given payment period.
- “Arbitration tribunal” means 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
- “Base Kilometre Charge” means the amount that the Service Provider bids to operate 1 km in the base year, not including adjustments.
- “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.
- “Bid” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including, technical proposal and financial proposal along with all other documents forming part and in support thereof.
- “Bidder” means any firm, including a sole proprietor or a partnership firm or a company or a Joint Venture or a Consortium or a cooperative society, who submits a Bid along with Bid Security under this RFP within the stipulated time for submission of Bids.
- “Bonus Payment” is a supplementary payment to the Service Provider during periods when the Service Provider meets specified performance standards.
- “Bus Depot” is a developed space equipped with facilities and equipment for general management, repair, maintenance, fuelling, cleaning, and parking of Buses.
- “Bus Kilometres” shall constitute the distance travelled by a Bus assigned on given route(s) as per the operations plan, the distance travelled by a Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day, the distance travelled by the Bus from the its last passenger stop as per the operations plan to the Bus Depot at the end of the day’s service, and the distance travelled by a bus without passengers needed to meet the requirements of the Bus Service as defined in the Operating Plan shall be taken into account as part of the Kilometres travelled by the Bus. Bus Kilometres shall not constitute any Kilometres travelled by the bus to a Maintenance facility other than that set up by the Service Provider at the Depot provided for by [IMPLEMENTING AGENCY] or for any travel not authorized by [IMPLEMENTING AGENCY].
- “Bus Service” means the service of operating the Buses as part of the Bus System, in accordance with this Agreement, including providing public carriage in accordance with the performance standards stipulated by [IMPLEMENTING AGENCY].
- “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.
- “Bus System” means the infrastructure, properties, assets, equipment, installations, operating systems, and control systems comprising the bus-based public transport system for the city of

[IMPLEMENTING AGENCY] and surrounding areas, that is being implemented by [IMPLEMENTING AGENCY] in various phases.

- “Bus Terminal” means a facility operated by [IMPLEMENTING AGENCY] where passengers can transfer conveniently from one bus service to another and avail of other amenities.
- “Bus” means a vehicle that meets the Technical Specifications described in this Agreement and is to be procured, maintained, and operated as part of the Bus System by the Service Provider in accordance with the terms of this Agreement
- “Collection” is a set of processes involved in the receipt, consolidation, transport, and deposit of fares paid by customers to access the Bus System.
- “Commencement Date” (CD) means the date stipulated by [IMPLEMENTING AGENCY] for commencement of the operation of Buses by the Service Provider under the Service Provider Agreement and shall not be earlier than 120 days from the date of signing of Service Provider Agreement.
- “Commercial Operations Date” is the actual date on which the buses shall start commercially operating on Bus System by the Service Provider under the Service Contract.
- “Consortium” shall mean an association of two (2) or more entities / firms formed specially for the purpose of bidding for this RFP,
- “Duty schedule” is the trip/route/time schedule of a bus, for one time, in a scheduled service during an assigned operation
- “Fleet Kilometres” means the sum of the total number of Bus Kilometres plied by the Buses of the Fleet over the period of time for which the Fleet Kilometres are being determined.
- “Fleet” means the total number of Buses, as determined under section 8.1.1, that are procured, maintained, and operated by the Service Provider in accordance with the provisions of this Document.
- “[IMPLEMENTING AGENCY] Control Centre” means the central facility of [IMPLEMENTING AGENCY] used mainly for service monitoring and operations control etc. through hosting the central server and components thereof for centrally collecting, storing, consolidating, processing the information obtained from various elements of Bus System, its sub system elements, agents, employees, service providers, communications systems and related sources etc. in relation to the Bus System Project for use by [IMPLEMENTING AGENCY].
- “[IMPLEMENTING AGENCY] Representative” means any person duly authorized by [IMPLEMENTING AGENCY] for the purposes of this RFP.
- “[IMPLEMENTING AGENCY]” means the [IMPLEMENTING AGENCY] (IMPLEMENTING AGENCY) and its authorized successors and assigns at all times, a public limited company established by the [IMPLEMENTING AGENCY], the municipal corporation of the city of [City], for the purposes of creating, operating, maintaining, and supervising the full Bus System.
- “Letter of Acceptance” or “LOA” means the letter issued by [IMPLEMENTING AGENCY] to the Successful Bidder to provide buses under the Service Contract for the Bus System Project in conformity with the terms and conditions set forth in the RFP.

- “Operating Plan” means the detailed Route plan and trip schedule for the Bus Service that is developed and finalised by [IMPLEMENTING AGENCY] based on travel demand data, in consultation with the bus service providers with which [IMPLEMENTING AGENCY] has entered into a contract.
- “Payment Period” is a period of fourteen days for which the Service Provider has submitted an invoice for the Fleet Kilometres operated by the Service Provider.
- “RFP” and “RFP Document” means this RFP document.
- “Routes” means the routes, as determined by [IMPLEMENTING AGENCY] from time to time, on which the Buses will operate as part of the Bus System.
- “Service Certificate” means a document that accredits compliance by the Bus Provider with all requirements established in the contract to allow the incorporation of a bus to the operation, with the purpose of providing mass passenger transportation in the Bus System.
- “Service Provider Agreement” means the Agreement including, without limitation, any and all Annexure thereto which will be entered into between [IMPLEMENTING AGENCY] and the Successful Bidder through which [IMPLEMENTING AGENCY] will grant the rights to the Successful Bidder to, buy, own, operate and maintain the buses in the Bus System Project during the Period of the contract/agreement.
- “Service Provider Facilities” means the facilities and equipment produced or developed by the Service Provider that are required for the due implementation of this Contract, including Buses and Bus Depots.
- “Service Provider” means the successful bidder selected under this RFP with whom [IMPLEMENTING AGENCY] has entered into a Service Provider Agreement.
- “Standby Buses” means the number of additional Buses that the Service Provider shall procure and maintain at its own cost in compliance with the Assured Fleet Availability criteria. Standby Buses will not be counted in the calculation of the size of the Fleet.
- “Training and Testing Period” means a time period prior to the Commencement Date when [IMPLEMENTING AGENCY] and Service Provider will test and fine-tune Bus System.
- “Vehicle Tracking System” is the satellite and or other communication system or any other procedure or device, which allows to locate/track the position of the vehicles at all/any times.
- The terms “Successful Bidder,” “L1 Bidder,” “and / or “Bus Provider” shall mean the Bidder who qualifies the technical bid stage and the financial proposal stage of this RFP and to whom a Letter of Acceptance is consequently issued by [IMPLEMENTING AGENCY].

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.

6 INSTRUCTIONS TO BIDDERS

6.1 Due Diligence

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.

6.2 Cost of Bidding

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

6.3 Cost of RFP Document

The RFP Document would cost Rs. 25,000/- (Rupees twenty five thousand only), payable in the form of a Demand Draft drawn in favour of [IMPLEMENTING AGENCY] and payable at [City].

6.4 Clarification to RFP Documents

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

Contact for Questions about RFP submission procedures:

Name and address of the [IMPLEMENTING AGENCY]

E-mail:

Phone: +91 ()

Contact for Questions about Technical Specifications and Terms and Conditions:

Contact person's name and address

E-mail:

Phone: +91 ()

Nothing in this section shall be taken to mean or read as compelling or requiring [IMPLEMENTING AGENCY] to respond to any questions or to provide any clarification to a query. [IMPLEMENTING AGENCY] reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] has not responded to any question or provided any clarification to a query.

6.5 Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, [IMPLEMENTING AGENCY] 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 the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s).") If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, [IMPLEMENTING AGENCY], reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on [IMPLEMENTING AGENCY] for the same.

6.6 Pre-Bid Meeting

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders HH:MM AM on DD-MM-2014 at the office of the _____.

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

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

[IMPLEMENTING AGENCY] may, at its sole discretion, extend the Deadline for Submission of Bids.

6.7 Documents constituting Bid

The documents constituting the Bid shall be as follows:

6.7.1 Technical Bid with Bid Security

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 Annex D of the RFP Document along with all required documents to be submitted as per the Annexure including without limitation of any Memorandum of Understanding and the Bid Security. This said Technical Bids shall be evaluated by [IMPLEMENTING AGENCY] in its sole discretion.

6.7.2 Financial Bid

The Financial Bids should be in the form and manner set forth in Annex E to this RFP and should comprise of all such documents and details mentioned therein.

6.8 Preparation of Bids

6.8.1 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 [IMPLEMENTING AGENCY] shall be written in English language only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English or _____, then the Bidder shall also enclose certified / authentic translated copies of the same in English language. Any such document that is not translated into English or

will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

6.8.2 Bid Currency

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

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

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 2,00,000/- (Rupees Two lakh only) (hereinafter referred to as “Bid Security” or “EMD”) in the form of a demand draft, banker’s cheque, or irrevocable bank guarantee drawn in favour of “[IMPLEMENTING AGENCY],” and payable in [City].

6.8.4 Currency of Bid Security

The Bid Security should be furnished in Indian Rupees (INR).

6.8.5 Bidding entity

Bidding shall be open to firms (which include companies, partnerships, proprietary concerns), duly registered cooperative societies, and consortiums. In case of a consortium or joint venture, the lead firm (which shall be single entity) shall be specified and fully empowered to represent the consortium or joint venture. The lead firm shall have a minimum stake of 51% in the consortium/joint venture for the duration of the contract.

The following conditions for consortiums and joint ventures (JV) shall apply:

- Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
- A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with [IMPLEMENTING AGENCY]. The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (one hundred only), the formats for which are supplied with this RFP. Any such agreement shall clearly specify the lead bidder and the various consortium/JV partners with their respective roles and responsibilities if any in the [City] Bus System.
- In case of the successful bidder being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Service Provider Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the Service Provider Agreement, not less than 51 per cent of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Service Provider Agreement, not less than 11 per cent of the aggregate shareholding of the newly incorporated consortium company.
- A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.

- Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
- Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Provider Agreement shall entitle [IMPLEMENTING AGENCY] to reject the Bid in its sole discretion.
- [IMPLEMENTING AGENCY] reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Agreement.

6.8.6 Authentication of Bid

The original and the copy of the Bid shall preferably be type written and shall be signed by a person or persons duly authorized by the Bidder. The person or persons signing the Bid shall sign all pages of the Bid.

6.8.7 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.

6.8.8 Number of Copies of Bid

The Bidder shall submit one original and one copy of the Technical Bid separately, clearly marking each "Technical Bid– Original" and "Technical Bid– Copy", as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.

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

6.8.9 Sealing and Marking of Bids

Bids shall be marked as follows:

- The original of the Bid Security of the required value and in approved format shall be sealed separately in an envelope on which the following shall be superscribed: “Envelope – A1- Bid Security for [City] Bus System”
- The original and copy of the original of the Technical Bid including specifications related details (Annex D) shall be sealed separately in an envelope on which the following shall be Superscribed: “Envelope – A2- Technical Bid for [City] Bus System”
- The original of the Financial Bid (Annex E) shall be sealed separately in envelopes on which the following shall be superscribed: “Envelope – B Financial Proposal for [City] Bus System”
- The Envelopes A1, A2, and B, along with the original bid documents issued by [IMPLEMENTING AGENCY], and updated addendums/ amendments, if any, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope. The inner and outer envelopes shall be addressed to [IMPLEMENTING AGENCY] and marked as below: “Tender for [City] Bus System”
- 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.

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

6.9 Period of Validity of Bids

6.9.1 Validity Period

Bids shall remain valid for a period of 180 days (one hundred and eighty) after the date of technical bid opening (Stage-I) prescribed by [IMPLEMENTING AGENCY]. [IMPLEMENTING AGENCY] reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than 180 (one hundred and eighty) days and [IMPLEMENTING AGENCY] shall not be liable to send an intimation of any such rejection to such Bidder.

6.9.2 Extension of Period of Validity

In exceptional circumstances, [IMPLEMENTING AGENCY] may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY]'s request for such extension without forfeiting the Bid Security. A Bidder accepting the request of [IMPLEMENTING AGENCY] shall not be permitted to modify its Bid.

6.10 Mailing Address for Bids

Bids shall be addressed to [IMPLEMENTING AGENCY] and sent at the following address:

Name and address of the [IMPLEMENTING AGENCY]

E-mail:

Phone: +91()

6.11 Deadline for Submission for Bids

6.11.1 Last Date and Time for Submission

The Bids must be received by [IMPLEMENTING AGENCY], at the specified address, latest by :00 hours on DD-MM-YYYY IST being the Deadline for Submission of Bids. In the event of the specified date that is stipulated as the Deadline for Submission of Bids is declared as a holiday for [IMPLEMENTING AGENCY], the Bids will be received up to the appointed time on the next working day.

6.11.2 Extension of Deadline for Submission of Bids

If the need so arises, [IMPLEMENTING AGENCY] may, in its sole discretion, extend the Deadline for Submission of Bids by amending the RFP documents in this behalf. In such event, all rights and obligations of [IMPLEMENTING AGENCY] 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 by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post.

6.11.3 Late Bids

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

6.11.4 Milestones

The detailed timetable for the bidding process that shall apply is specified below. [IMPLEMENTING AGENCY] reserves the right to make any changes in this timetable at its sole discretion.

Milestone	Date
Issue of RFP Documents to Bidders	HH:MM, DD-MM-YYYY
Last date for receipt of pre-bid queries	HH:MM, DD-MM-YYYY
Pre-bid Meeting	DD-MM-YYYY
Last date for receipt of Bids	HH:MM, DD-MM-YYYY
Date of Opening of Technical Bids	DD-MM-YYYY
City initiates negotiations with preferred bidder (approx.)	DD-MM-YYYY
The selected bidder begins Bus Operations	DD-MM-YYYY

The above time frame is indicative and would be subject to change as may be notified by [IMPLEMENTING AGENCY] from time to time.

6.12 Modification and Withdrawal of Bids

6.12.1 Modification of Bid

Bidder shall not be allowed to modify any part of its Bid after the Bid submission.

6.12.2 Withdrawal of Bid

In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that [IMPLEMENTING AGENCY] receives written notice of such withdrawal before the expiration of Deadline for Submission of Bids.

6.13 Bid Process: Steps & Evaluation

6.13.1 Opening of Technical Bids

Technical Bid received by [IMPLEMENTING AGENCY] in response to this RFP shall be opened by [IMPLEMENTING AGENCY] in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at HH:MM AM on DD-MM-2014 at the office of the _____. 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 [IMPLEMENTING AGENCY], the Bids shall be opened at the appointed time and location on the next working day.

6.13.2 Announcement of Bids

The Bidder's names, the presence or absence of requisite Bid Security and such other details as [IMPLEMENTING AGENCY] in its sole discretion may consider appropriate, will be announced at

the opening of Technical Bid the Qualification Bids. Bids, in the absence of EMD will be considered as non-responsive and solely rejected.

6.13.3 Opening of Financial Bids

After the evaluation of Technical Bid has been completed, [IMPLEMENTING AGENCY] shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of [IMPLEMENTING AGENCY] in this regard will be final. Financial Bids of those Bidders whose Technical Bid are rejected shall not be opened and shall be returned to such Bidders as per the procedure set forth in this RFP.

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 whose Technical Bid are accepted. 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.

6.13.4 Completeness of Bids and rectification of errors

[IMPLEMENTING AGENCY] will examine the Bids to determine whether these are complete, whether these meet all the conditions of the RFP Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

6.13.5 Clarification of Bids

During evaluation of Bids, [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] before the expiration of the deadline prescribed in the written request for clarification, [IMPLEMENTING AGENCY] reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

6.13.6 Rejection of Bid

A Bid is likely to be rejected by [IMPLEMENTING AGENCY] without any further correspondence, as non-responsive, if:

- 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
- Bid is not submitted in the bid-forms annexed in the RFP Document; or
- Bid is submitted by telex, fax or email; or
- Bid Security does not conform to the provisions set forth in this RFP; or
- Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.

In addition to the foregoing, in the event a Bidder makes an effort to influence [IMPLEMENTING AGENCY] in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.

6.13.7 Eligibility criteria

In order to be qualified technically, the Bidder must meet both the Technical Eligibility Criteria and the Financial Eligibility Criteria as detailed below.

6.13.7.1 Technical Eligibility Criteria

The Bidder/s shall possess prior experience in the operation of public transport or taxi vehicles as detailed below, in order to be considered technically qualified:

- Ownership of 75 buses or 300 taxis in aggregate for a consecutive period of three years anytime during the past five years.
- Experience of operations of a minimum of 75 buses or 300 taxis for a consecutive period of three years anytime during the past five years, through an explicit contract/concession.

In the case of a Consortium, at least one member of the Consortium must have the aforementioned experience. In case of consortium only the experience of members who hold eleven (11) per cent or more equity will be considered. The experience/qualifications of the parent/subsidiary firm of any of the consortium members will not be relevant.

The Bidder's proposal also shall meet the following requirement in order to be considered technically qualified:

- Bidder's proposed bus specification for the [City] Bus System meets or exceeds the technical specifications described in Annex A.

6.13.7.2 Financial Eligibility Criteria:

The Bidder /Bidder Consortium should fulfil the following financial criteria:

- Average annual turnover equal to or above INR 10,00,00,000 or foreign currency of equivalent value during the last three consecutive financial years for which audited financial reports are available. The aggregate turnover of a consortium would be considered for the purpose of compliance with financial eligibility criteria. In case of consortium only those members shall be considered who hold 11% or more equity.

For the purposes of compliance with both technical and financial eligibility criteria, all bidder/s should produce suitable documentary evidences such as firm registration documents, asset ownership/operation proof, contracts, client references and certificates in support of their claims for the above. They must produce evidence in the form of an auditor/ Chartered Accountant Certificate that the turnover specified has arisen from transport business, in case the firm is deriving its turnover from businesses other than transport related businesses.

In case a bidder is relying on qualifications of subsidiary/parent firm for being considered while determining compliance with the technical eligibility criteria, then in such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.

6.13.8 Evaluation of financial bids

Only qualified bids in the assessment at the end of the Technical Bid evaluation process (as detailed above) will be considered for the Financial Bid evaluation. The bid criterion is the Base Kilometre Charge— quoted in Rupees per bus-kilometre—to operate Buses in [City]. The Bidder with the lowest Service Charge will be selected as the Service Provider.

Bidders should quote the Base Kilometre Charge separately for low-floor buses (i.e., floor height ≤ 400 mm) and for semi-low floor buses (e.g., ≤ 650 mm).

6.14 Discharge of Bid Security of unsuccessful Bidder(s)

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing of the Service Provider Agreement with the Successful Bidder.

6.15 Discharge of Bid Security of successful Bidder

The Successful Bidder shall be required to furnish a performance guarantee on or before the date of signing the Service Provider Agreement. The Bid Security of a Successful Bidder shall be discharged only after the Successful Bidder furnishes the performance guarantee as required. The Successful Bidder's Bid Security shall not be adjusted against the Performance Guarantee.

6.16 Forfeiture of Bid Security

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

- If a Bidder withdraws the proposal during the period of Bid validity, or
- In the case of a Successful Bidder, if the Bidder fails to sign the Service Provider Agreement or fails to furnish the required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.

6.17 [IMPLEMENTING AGENCY]'s right to accept or reject any and/or all Bids

[IMPLEMENTING AGENCY] 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.

6.18 Signing of Service Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Service Provider Agreement, with such terms and conditions as may be considered necessary by the [IMPLEMENTING AGENCY] at the time of finalization of the Service Provider 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 supply of the buses for the Bus System Project. The signing of the Service Provider Agreement shall be completed within 1(one) month of the issuance of the Letter of Acceptance to the Successful Bidder or within such extended time frame as extended by [IMPLEMENTING AGENCY] in its sole discretion.

6.19 Expenses for the Service Provider Agreement

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

6.20 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 Service Provider Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

6.21 Failure to abide by the Service Provider Agreement

The conditions stipulated in the Service Provider Agreement shall be strictly adhered to by the Bus Provider and any violation thereof by the Bus Provider may result in termination of the Service Provider Agreement without prejudice to any rights available to **IMPLEMENTING AGENCY** upon such termination as set forth in the Service Provider Agreement.

7 General conditions of contract

7.1 Application

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

7.2 Standard of Performance

The Service Provider shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Service Provider shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the Bus System. In the event that [IMPLEMENTING AGENCY] requires any interaction and / or arrangement with a third party in relation to the Bus System, Service Provider shall act as a faithful advisers to [IMPLEMENTING AGENCY] in such process and shall, at all times, support and safeguard [IMPLEMENTING AGENCY]'s legitimate interests in this context.

7.3 Use of Provider Agreement & Information

Service Provider shall not, without [IMPLEMENTING AGENCY]'s prior written consent, disclose the contents of this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of [IMPLEMENTING AGENCY] in connection therewith, to any person outside the scope of the Bus System.

Service Provider shall not, without [IMPLEMENTING AGENCY]'s prior written consent, make use of any document or information, which becomes available to the Service Provider during the performance of the Provider Agreement, except such use of information for the purpose of performing the Service Provider Agreement.

All documents other than the Service Provider Agreement itself, including without limitation any drawings, plans, specifications, charts, etc. shall remain the property of [IMPLEMENTING AGENCY] and shall be retained (in all copies) by [IMPLEMENTING AGENCY].

7.4 Indemnity

Service Provider shall at all times, i.e. during the subsistence of the Service Provider Agreement and any time thereafter, defend, indemnify and hold [IMPLEMENTING AGENCY] harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or injury to property, or other tort claims) and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant, representation or warranty or from any act or omission of the Service Provider or his agents, employees or subcontractors.

7.5 Performance Guarantee

Within 30 (thirty) days of receipt of Letter of Acceptance by Service Provider, Service Provider shall furnish a performance guarantee to [IMPLEMENTING AGENCY], for an amount equal to **Rs. 50,00,000/- (Rupees fifty Lakhs)** for Bus System with 150 Buses. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the

Performance Guarantee. The Bid security shall be returned back to the Service Provider on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annex H of this RFP.

Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the entire Contract Period and an additional period of 90 (ninety) days thereafter.

7.6 Representations and Warranties

Service Provider hereby represents and warrants that the hardware, software and the services implemented under the Bus System shall be:

- In accordance with the standards laid out in the RFP by [IMPLEMENTING AGENCY] for the Bus System and those provided during the term of the agreement;
- As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- Compliant with the Technical Specifications set forth in Annex A;
- Fit and sufficient for the purpose(s) for which they are designed and developed;
- Be new;
- Be certified or registered with the concerned agency after completing all legal, statutory, and other requirements,
- Be free from defects in design, material and workmanship, whether latent or otherwise.

Service Provider hereby represents and warrants that neither any component of the Bus System nor any use thereof by [IMPLEMENTING AGENCY] will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.

Service Provider hereby further represents and warrants that any service that is provided by the Service Provider hereunder shall be performed in a competent manner and be for any purpose for which Service Provider knows or has reason to know [IMPLEMENTING AGENCY] intends to use such service.

Service Provider hereby agrees that the above stated Representations and Warranties (i) shall survive the inspection, acceptance and use of the Bus System by [IMPLEMENTING AGENCY] or any other authorized agency; (ii) are for the benefit of [IMPLEMENTING AGENCY]; and (iii) are in addition to any warranties and remedies to which [IMPLEMENTING AGENCY] may otherwise agree or which are provided by law.

7.7 Assignment

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Service Provider Agreement to any third party, except with [IMPLEMENTING AGENCY]'s prior written consent.

7.8 Delay in providing the Bus System

The Service Provider shall ensure that the Bus System is provided to [IMPLEMENTING AGENCY] as per the time schedule given in the Service Provider Agreement and / or any amendments thereto. A delay by Service Provider in the performance of its obligations under the Service Provider Agreement

shall render Service Provider liable to any or all the following sanctions in the sole discretion of [IMPLEMENTING AGENCY] :

- Forfeiture of Service Provider's Performance Guarantee
- Imposition of liquidated damages on Service Provider in terms of this RFP
- Termination of the Service Provider Agreement

If at any time during performance of the Service Provider Agreement, Service Provider should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Service Provider shall promptly notify [IMPLEMENTING AGENCY] in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Service Provider's notice in this behalf, [IMPLEMENTING AGENCY] shall evaluate the situation and may at its discretion extend Service Provider's time for performance of Service Provider'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 Service Provider Agreement as may be mutually agreed to between the parties.

7.9 Quality check & acceptance of equipment

Service Provider shall finalise a Quality Checks and Acceptance Test Plan of offered systems to [IMPLEMENTING AGENCY] and after finalisation, the same shall form part of the Service Provider Agreement. The Buses offered by the Service Provider for the [City] Bus System shall be inspected for acceptance/rejection (as applicable) in accordance with the Quality Check and Acceptance Test Plan given in the Bus specifications by [IMPLEMENTING AGENCY] or its authorized agency.

7.10 Liquidated Damages

In the event of delay in supply of the Bus System by the Service Provider beyond the Commencement Date and up to the end of the additional period provided by [IMPLEMENTING AGENCY], Service Provider shall pay to [IMPLEMENTING AGENCY] liquidated damages @ Rs. 1,00,000/- (Rupees one lakh only) per day of delay in making the service operational. In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within 90 days of Commencement Date, [IMPLEMENTING AGENCY] reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by [IMPLEMENTING AGENCY] on the Performance Guarantee.

In the event of delay in supply of the Buses by the Service Provider beyond the Commencement Date and up to the end of the additional period provided by [IMPLEMENTING AGENCY], Service Provider shall pay to [IMPLEMENTING AGENCY] liquidated damages @ Rs. 2,000/- (Rupees two thousand only) per Bus per day of delay.

7.11 Right to Inspect Buses, Support Facilities and Documents

Service Provider shall make the Bus System and all support facilities along with all documents, certificates as required to the Bus System available for inspection by [IMPLEMENTING AGENCY] and its staff and authorized representatives from time to time.

[IMPLEMENTING AGENCY] reserves the right to inspect/arrange inspection of any facility used by Service Provider in relation to the implementation of the Bus System, through an authorized agent / representatives. [IMPLEMENTING AGENCY] shall do so after giving prior notice to Service

Provider and make a visit during the office hours of Service Provider. Service Provider shall at all times assist [IMPLEMENTING AGENCY] in such inspections.

[IMPLEMENTING AGENCY] reserves the right to inspect/ arrange inspection of any all relevant documents/ records of business operations / records including the books of accounts of statutory payments like PF, ESIC, Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the Bus System, through an authorized agent or representatives. [IMPLEMENTING AGENCY] shall do so after giving prior notice to Service Provider and make a visit during the office hours of Provider. Service Provider shall at all times assist [IMPLEMENTING AGENCY] in such inspections.

7.12 Ownership & Protection of Property/Data

[IMPLEMENTING AGENCY] shall retain the title and ownership of any site allotted by [IMPLEMENTING AGENCY] to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Bus System. Such title and ownership of [IMPLEMENTING AGENCY] in any such site shall not pass to Service Provider. However, [IMPLEMENTING AGENCY] may enter an agreement to lease the premises to the Service Provider at a nominal rate (e.g. Re 1 per year).

[IMPLEMENTING AGENCY] shall own any and all data created out of the Bus System at all times, during and after the expiry / termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from [IMPLEMENTING AGENCY].

Service Provider shall exercise all due caution to protect and maintain the data created out of this Bus System, including identification and financial data collected from Members. Service Provider shall not share, sell, or in any manner use the data created by Service Provider out of this Bus System otherwise than in accordance with the terms of the Service Provider Agreement.

After the expiry or termination of the Service Provider Agreement, Service Provider shall have no right, title, or interest in or to any work including without limitation the designs, software, modifications or facilities developed by [IMPLEMENTING AGENCY] under the Bus System for any purpose whatsoever. The Service Provider shall hand over all identification and financial data about Members to [IMPLEMENTING AGENCY]. The Service Provider's copy (copies) of Member data shall be destroyed.

7.13 Confidentiality Obligations of Service Provider

7.13.1 Confidential Information

Service Provider shall treat as confidential any information which is clearly described as confidential otherwise clearly marked as confidential or proprietary to [IMPLEMENTING AGENCY] ("Confidential Information"). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of [IMPLEMENTING AGENCY] relating to the Bus System or services provided under the Service Provider Agreement in relation thereto and information relating to [IMPLEMENTING AGENCY]'s business or operations.

Service Provider shall not without [IMPLEMENTING AGENCY]'s prior written consent use, copy or remove any Confidential Information from [IMPLEMENTING AGENCY]'s premises, except to the extent necessary to carry out Service Provider's obligations hereunder. Upon completion or

termination of each assignment hereunder, Service Provider shall return to [IMPLEMENTING AGENCY] all documents or other materials containing [IMPLEMENTING AGENCY]'s Confidential Information and shall destroy all copies thereof.

7.13.2 Confidential Exceptions

Confidential Information shall not include information that:

- Is or becomes generally available to the public without any act or omission of Service Provider;
- Was in Provider's possession prior to the time it was received from [IMPLEMENTING AGENCY] or came into Service Provider's possession thereafter, in each case lawfully obtained from a source other than [IMPLEMENTING AGENCY] and not subject to any obligation of confidentiality or restriction on use;
- Is required to be disclosed by court order or operation of law; in such event, Service Provider shall so notify [IMPLEMENTING AGENCY] before such disclosure; or
- Is independently developed by or for Service Provider by persons not having exposure to [IMPLEMENTING AGENCY]'s Confidential Information.

7.13.3 Period of Confidentiality

Service Provider's obligations of confidentiality regarding [IMPLEMENTING AGENCY]'s Confidential Information shall terminate 3 (three) years after the expiry or earlier termination of the Provider Agreement.

7.14 Force Majeure

[IMPLEMENTING AGENCY] shall not forfeit Provider's Performance Guarantee or charge liquidated damages or terminate the Provider Agreement for default, if and to the extent that delay in performance or failure to perform Provider's obligations under the Provider Agreement is the result of an event of Force Majeure, provided the Service Provider has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

If a Force Majeure situation arises, Provider shall promptly notify [IMPLEMENTING AGENCY] in writing of such conditions and the cause thereof. Unless otherwise directed by [IMPLEMENTING AGENCY] in writing, Provider shall continue to perform its obligations under the Provider Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry Practice.

For this purpose, Force Majeure shall be defined as any event lying beyond the reasonable control of either the Service Provider or [IMPLEMENTING AGENCY]. Such events, shall include, but not be limited to, the following:

- Earthquake, flood, inundation and landslide

- Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- Fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- Acts of terrorism;
- Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- Break down of the Plant or any part thereof
- Action of a Government Agency having Material Adverse Effect including by not limited to
 - Any acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Bus System or any part thereof or of Service Provider's rights in relation to the Project.
 - Any judgment or order of a court of competent jurisdiction or statutory authority in India made against Service Provider or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Service Provider.
 - Any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contractor as the case may be is bound
- Early termination of this Agreement by [IMPLEMENTING AGENCY] for reasons of national emergency or national security.
- War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

7.15 Termination due to Force Majeure Event

If a Force Majeure Event as described in section 7.14 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement

Upon Termination of this Agreement on account of a Force Majeure Event, the Service Provider shall be entitled to the following (a) receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination and (b) discharge of the performance guarantee in full.

7.16 Events of Default and Termination

Events of Default shall mean either Service Provider Event of Default or [IMPLEMENTING AGENCY] Event of Default or both as the context may admit or require.

7.16.1 Service Provider Event of Default

Any of the following events shall constitute an Event of Default by Service Provider (Service Provider Event of Default) unless such event has occurred as a result of a Force Majeure Event:

- Service Provider is in breach of any of its obligations under this Agreement and the same has not been remedied for more than sixty (60) days:
- A resolution for voluntary winding up has been passed by the shareholders of Service Provider

Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement.

7.16.2 [IMPLEMENTING AGENCY] Event of Default

Any of the following events shall constitute an event of default by [IMPLEMENTING AGENCY] ("[IMPLEMENTING AGENCY] Event of Default") when not caused by a Service Provider Event of Default or Force Majeure Event:

- [IMPLEMENTING AGENCY] is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof
- [IMPLEMENTING AGENCY] has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

7.16.3 Termination due to Event of Default

In the event of the Service Provider Event of Default, [IMPLEMENTING AGENCY] shall have the right to

- invoke the Performance Guarantee and/or
- take any other action including provisioning of the equipment of the Bus System through any replacement service provider selected by [IMPLEMENTING AGENCY] in its sole discretion at the risk and cost of the Service Provider, and/or
- take over the entire infrastructure developed by the Service Provider for the Bus System or any part thereof and / or
- negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by [IMPLEMENTING AGENCY], at [IMPLEMENTING AGENCY]'s sole discretion.

Upon Termination of this Agreement on account of Service provider Event of Default, [IMPLEMENTING AGENCY] shall not be liable to pay any termination payment to Service provider.

7.17 Termination for [IMPLEMENTING AGENCY] Event of Default

Upon Termination of this Agreement on account of [IMPLEMENTING AGENCY] Event of Default, the Service Provider shall be entitled to the following:

- Receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination.
- Receive compensation equivalent to 50% of the depreciated value of the Buses.
- Discharge of the performance guarantee in full.

7.18 Termination for insolvency, dissolution, etc.

[IMPLEMENTING AGENCY] may at any time terminate the Agreement by giving written notice to Provider without any compensation to Provider, if Provider 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 [IMPLEMENTING AGENCY]. Notwithstanding the generality of the foregoing, [IMPLEMENTING AGENCY] reserves the right to invoke the Performance Guarantee and/or take any other action including appointment of any replacement Provider selected by [IMPLEMENTING AGENCY] in its sole discretion, take over the entire infrastructure developed by Provider for the Bus System or any part thereof, and/or negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by [IMPLEMENTING AGENCY], in [IMPLEMENTING AGENCY]'s sole discretion.

7.19 Suspension

On the occurrence of any of the following events, [IMPLEMENTING AGENCY] shall, by a written notice of suspension, suspend any agreements as set forth in the Service Provider Agreement that may have been granted to the Service Provider thereunder:

- In the event and to the extent [IMPLEMENTING AGENCY] 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(s).
- In the event Service Provider fails to perform any of its obligations under the Service Provider Agreement as required (including the carrying out of any services there-under). Any such notice of suspension issued by [IMPLEMENTING AGENCY] to Service Provider shall specify the nature of the failure and may request the Service Provider to remedy such failure within a specified period, as decided by [IMPLEMENTING AGENCY] in its sole discretion, from the date of issue of such notice of suspension.

7.20 Arbitration

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitration tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be [City]. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however, the parties can claim costs as part of the relief sought from the arbitration tribunal.

7.21 Jurisdiction

Subject to section 7.20, only the courts in [City] shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

7.22 No waiver of rights and claims

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

8 Scope of work

8.1 Terms of contract

8.1.1 Bus procurement

The Service Provider shall:

- Procure at least six (6) prototype buses meeting the specifications in Annex A. The buses will be evaluated by [IMPLEMENTING AGENCY]. Changes in the bus design must be incorporated in the buses procured for final service.
- Procure [REDACTED] (XX) buses meeting the specifications in Annex A and any feedback from [IMPLEMENTING AGENCY] on the prototype bus.
- Procure such Buses that are manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between [IMPLEMENTING AGENCY] and the Service Provider and that have not been put to commercial use anywhere previous to the Commencement of Operations.
- Obtain a certificate of fitness for operation for the Buses.
- At any point of time after the Commencement of Operations, the Buses constituting the Fleet must meet the technical criteria specified in this document and be available for operations as part of the [IMPLEMENTING AGENCY] Bus System (“Assured Fleet Availability”)

8.1.2 Operations

- [IMPLEMENTING AGENCY] will develop and modify, from time to time, a detailed operating plan (“Operating Plan”) for the Bus Service in accordance with which the Bus Service shall be operated. The Operating Plan will be developed in consultation with the Service Provider and all other persons who may have been given a contract to operate bus services as part of the Bus System.
- The Operating Plan will include:
 - Routes of Operation
 - Frequency and daily schedule
 - Bus stops on the assigned routes
 - Places/Bus Depot(s)/ Bus Terminal(s) where the Bus will park at mid-day and end of day of its service
 - Measures to ensure co-ordination with all other bus Service Providers in the Bus System
- The Service Provider shall operate the Buses on the various Routes that will be defined by [IMPLEMENTING AGENCY] and revised from time to time, ensuring that the Bus Service, at all times, comply with the provisions of the Operating Plan and standards specified by [IMPLEMENTING AGENCY].
- The Service Provider shall make available 100 per cent of the fleet available by the CD, ensuring that the necessary manpower and supporting maintenance infrastructure are in place.
- The Operating Plan shall be reviewed and revised periodically by [IMPLEMENTING AGENCY]. [IMPLEMENTING AGENCY] retains the right to make minor modifications to the Operating

Plan on a real-time basis through instructions given to the Service Provider Control Centre as well as directly to the driver.

- The Service Provider will retain enough drivers to ensure the continued and due operation of the Fleet and each of the Buses. The Service Provider shall ensure that each driver is provided the training specified by [IMPLEMENTING AGENCY]. The Bus personnel and drivers shall be properly recruited, trained and paid. [IMPLEMENTING AGENCY] will monitor the recruitment, training, and payment of the drivers of the Buses.
- In the event [IMPLEMENTING AGENCY] deposes any personnel to travel on board a Bus to distribute tickets and collect fares, a Bus shall not commence operation without the presence of such person on the Bus.
- [IMPLEMENTING AGENCY] will establish [IMPLEMENTING AGENCY] Control Centre from which it will monitor, manage, and control (on a real time basis) all of the Buses operating as part of the Bus System. [IMPLEMENTING AGENCY] will install an IT-enabled monitoring system with which it will monitor the position, speed, travel route, passenger load, and other parameters of the operation of Buses on a real-time basis.
- The Service Provider will establish and maintain a Control Centre, called the “Service Provider Control Centre,” that will constitute [IMPLEMENTING AGENCY]’s single point of contact to enable [IMPLEMENTING AGENCY] to coordinate with the Service Provider in the course of the day-to-day operation and management of the Bus System by [IMPLEMENTING AGENCY]. The Service Provider shall ensure that the Control Centre established by it is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider control centre and the drivers of the Buses and [IMPLEMENTING AGENCY]’s Control Centre.
- [IMPLEMENTING AGENCY] will provide the Service Provider with the ability to obtain a copy of and observe, but not in any manner change or add to unless authorized by [IMPLEMENTING AGENCY], all of the data that [IMPLEMENTING AGENCY] is obtaining on the operation of the Service Provider’s Buses from various monitoring and communication devices (including any instructions being issued by [IMPLEMENTING AGENCY] to the drivers of the Buses).
- The Service Provider hereby agrees that [IMPLEMENTING AGENCY] will, at all times, regulate and control the Bus System and the operation of Buses. The Service Provider will ensure that all buses, once out of a Bus Depot and on the street, shall be directly under the control of [IMPLEMENTING AGENCY] central control centre and the driver shall obey the instructions given by the Central Control Centre.
- [IMPLEMENTING AGENCY] will install monitoring devices on the Buses to enable real time tracking of the Buses (including installation of CCTV cameras), including their stops, speed, kilometres travelled, and the number of passengers boarding. The Service Provider shall ensure that the Buses have adequate space and provision for the installation of the required tracking, monitoring and fare collection and validation equipment; that the equipment installed on the Buses is not tampered with in any manner; and that [IMPLEMENTING AGENCY], its personnel, and contractors are allowed access to the equipment installed on the Buses and the Bus Depots. The equipment that is expected to be installed on the Buses includes:
 - Bus tracking equipment
 - Fare collection and validation equipment

- Passenger information systems
- Communication system to enable communication between Bus and the Control Centres of the Service Provider and [IMPLEMENTING AGENCY]
- Security monitoring equipment
- Any other equipment that [IMPLEMENTING AGENCY] may determine from time to time
- [IMPLEMENTING AGENCY] will have the right and authority to communicate directly with the driver of each of the Buses that are in operation and to issue instructions on any change in Route or driving pattern. [IMPLEMENTING AGENCY] will have complete control over defining the Route that each Bus will take at any given time.
- Stage carriage permit/route license fees will be borne by [IMPLEMENTING AGENCY] and route licenses will be held by [IMPLEMENTING AGENCY] at all times.

8.1.3 Training and Testing Period

Training and Testing Period is defined as the period preceding the Commercial Operations Date during which Service Provider shall make available the following:

- Drivers, maintenance, operations and management staff required for operations and maintenance of the entire fleet, and
- At least 15 buses for the purpose of training and testing of operations.

No minimum guarantee is given for Bus Kilometres Operated in this period. Bus Kilometres operated on request by [IMPLEMENTING AGENCY] and authorized by [IMPLEMENTING AGENCY] for the purpose of training and testing shall be paid on actual basis at the Applicable Kilometre Charge for the Period. Bus Kilometres operated during this period shall not be taken into consideration for Annual Assured Bus Kilometres under the Service Provider Agreement. No fines shall be applicable during this period.

8.1.4 Bus maintenance

The Service Provider will

- Establish a maintenance facility at a Bus Depot provided by [IMPLEMENTING AGENCY] and staff it with trained professionals to maintain the Buses.
- Ensure that the number of Buses for which it has been granted the Service Contract are in operation, in compliance with the standards and technical specifications for the Buses as stipulated in this document, at all times during the Contract Period.
- Ensure due maintenance of the Buses and bear all expenses towards maintenance of the buses through the entire period and not claim any additional expenses.
- Procure and maintain “Standby Buses” for Assured Fleet Availability in order to assure [IMPLEMENTING AGENCY] of compliance with the Assured Fleet Availability.
- Ensure that the smart card/ticket validation machines that may be installed on the Buses are not tampered with and remain installed. The Service Provider shall co-operate with [IMPLEMENTING AGENCY], or its appointed contractor, in monitoring the working condition of the ticket validation machines that may be installed on the Buses.

8.1.5 Revenue and payments

The Service Provider will

- Waive all rights to sell advertisement space on the Buses, Bus Stops, Bus Depots, and Bus Terminals. Such rights will be retained by and shall vest only in [IMPLEMENTING AGENCY]. The Service Provider shall be obliged to carry advertisements on the exterior and interior of the buses as determined by [IMPLEMENTING AGENCY].
- Bear all applicable National, State and local taxes on purchase of bus.
- Bear all applicable insurance, including vehicle insurance and passenger insurance as required under
 - Any Financing Agreements
 - Laws of India
 - Such Insurances as may be necessary in accordance with the Prudent Utility Practices.
 - Liability of passenger insurance shall be limited to the approved passenger capacity of the vehicle by RTA.
- The Service Provider shall retain ownership of the Bus Fleet at the End of Contract.
- The Service Provider shall be liable to pay fines in the event it fails to comply with the standards specified by [IMPLEMENTING AGENCY] for the Bus Service in the Operating Plan.

8.1.6 Reporting

The Service Provider shall submit regular weekly and monthly reports to the [IMPLEMENTING AGENCY] on the operation of the Buses. The details required in the reports will be stipulated by [IMPLEMENTING AGENCY] from time to time.

8.1.7 Timeline

The Service Provider will abide by the following timeline.

<i>Activity</i>	<i>Deadline (calendar days after work order issued)</i>
Delivery of prototype buses for inspection by [IMPLEMENTING AGENCY]	45 days
15 Buses available for use in Training and Testing Period	135 days
Training and Testing Period begins	135 days
Delivery of remaining buses	145 days
Training and Testing Period concludes	155 days
XX Buses in Operation	165 days

8.2 Contract Period

This Contract is being granted for the provision of the Buses for operating for a Contract Period of [] (XX) years. The Standby Buses will not be eligible for being taken into account separately but the Kilometres travelled by them will be taken into account for determining whether or not the

“Annual Assured Bus Kilometres” have been satisfied per Bus. Kilometres travelled by Standby Buses will be counted toward either:

- The Bus which the Standby Bus was brought into Service to replace, or
- All of the Buses comprising the Fleet, allocated on a pro-rata basis, if the Standby Buses were brought into service to meet additional demand.

[IMPLEMENTING AGENCY] will compute and provide to the Service Provider, for every period of twelve calendar months from the date the first Bus of the Fleet commences services as part of the Bus System, the total number of Kilometres that the Fleet has travelled for the said period.

The Service Provider shall make available for Service the entire fleet of buses from Commencement of Operations until such time as the Contract Period expires, subject to the Assured Fleet Availability during the Contract Period.

8.3 Passenger fare determination and collection

[IMPLEMENTING AGENCY] will determine the quantum of passenger fare that will be charged from the users of the Bus Service. The Service Provider shall not collect fare nor shall it have any right in relation to the fares collected. Service Provider shall at no point of time, directly or indirectly, partake any portion of the passenger fare.

The Service Provider shall extend complete co-operation to [IMPLEMENTING AGENCY] in relation to the installation, operation, and maintenance of the ticket vending and validation machines, collection of fare or inspection of fare payment through hand held machines. [IMPLEMENTING AGENCY], its personnel, and authorized contractors shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Service Provider, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the Service Provider, its personnel, or contractors.

8.4 Bus Stops, Terminals and Depots

[IMPLEMENTING AGENCY] will decide the location of Bus Stops, Bus Terminals, and Bus Depots.

[IMPLEMENTING AGENCY] will provide the Service Provider the space for the Bus Depot(s), together with permanent structures for offices, the Service Provider Control Centre, and Bus maintenance. The Service Provider shall put in place the maintenance equipment. [IMPLEMENTING AGENCY] retains the right to all immovable property and the right to develop commercial space as long as it does not infringe upon the maintenance area provided to the Service Provider.

The routine maintenance of buses procured for Bus System shall be carried out at the Bus Depot space provided by [IMPLEMENTING AGENCY] and not at any other place or workshop. However, the bus can be sent to an external workshop for major repairs or maintenance work that may not possible at the Service Provider Bus Depot.

Service Provider shall staff its Control Centre at a Bus Terminal or Bus Depot with personnel who shall co-ordinate with the [IMPLEMENTING AGENCY] Control Centre on the bus Operating Plan and give instructions to the Service Provider’s bus drivers.

The right to use the premises for any other purpose other than those stated above is not deemed. Service Provider shall use the premises only for the purpose of maintenance and parking of Buses. The Service Provider shall be responsible for the maintenance of the Bus Depot(s).

A Service Provider to whom a Bus Depot is allotted is obliged to allow buses of other Bus Service Providers to park and share the facilities developed at the Bus Depot. The Service Provider can charge the other contractors (Bus Service Providers) for such shared facilities provided at the Bus Depots only on terms that have been approved by [IMPLEMENTING AGENCY]. [IMPLEMENTING AGENCY] will notify the Service Provider the identity of the other bus Service Providers that have been awarded a contract of bus service as part of the Bus System.

The Service Provider shall take an insurance policy that covers damage and losses at Bus Depot (which shall include all buildings, movable, and immovable assets, manpower, and any other liabilities). [IMPLEMENTING AGENCY] shall not be liable for any claims related to Bus Depot including but not limited to industrial safety, third party, fire & burglary, natural calamities etc.

[IMPLEMENTING AGENCY] will provide access to bus parking space at Bus Terminals based on the Operating Plan. Insurance of Bus Stops and Terminals shall be borne by [IMPLEMENTING AGENCY]. However the Service Provider shall take due care at the time of operation of the fleet so as to ensure no damage is caused to the structure/equipment/machinery installed or erected at bus stops, terminals or depots. If any staff or other person appointed by the Service Provider causes any damage, [IMPLEMENTING AGENCY] shall recover the cost of damage from the Service Provider.

8.5 Payment to the Service Provider

8.5.1 Process of payment

The Service Provider shall submit an invoice at the end of each fourteen (14) days (defined as the Payment Period) specifying:

- Registration number of each Bus that travelled as part of the Bus Service,
- Bus Kilometres travelled by each Bus as part of the Bus Service in the relevant payment period (clearly identifying the Bus).
- Applicable Kilometre Charge for the period.
- Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.

[IMPLEMENTING AGENCY] will, within a period of seven days from receipt of the invoice, verify the invoice against the records that it has on the Bus operations and make the payments (adjusted against any errors or fines or other adjustments as may be applicable against the Invoice under the terms of the Contract). All payments shall be made through electronic transfer by [IMPLEMENTING AGENCY] to the designated account of the Service Provider after deducting any tax deductions at source that [IMPLEMENTING AGENCY] may be obliged to deduct under Indian law.

8.5.2 Calculation of payment

The Payment to the Service Provider shall be calculated as

$$[\text{Payment}] = [\text{KM-period}] * R$$

Where

- R is Applicable Kilometre Charge.
- [KM-period] is the number of Bus Kilometres operated by Fleet as part of the Operating Plan during the relevant Payment Period.

The Annual Assured Payment, if applicable, shall be paid in addition to the above, as defined in section 8.5.4. Fines shall be calculated as per section 8.5.4 and shall be adjusted from the payment.

Service tax, and any applicable surcharge or cess on it, if any, shall be levied and billed over and above the payment amount based on the number of operated kilometres in the given period multiplied by the applicable kilometre charge. [IMPLEMENTING AGENCY] is liable to pay this additional amount on the billed amount.

[IMPLEMENTING AGENCY] will undertake an evaluation of the Service Provider's performance every six months and, based on such evaluation, [IMPLEMENTING AGENCY] may award the Service Provider a bonus if the performance parameters specified for bonus payment have been met by the Service Provider during the period for which the evaluation is being undertaken. No guaranteed bonus is deemed.

8.5.3 *Minimum assured kilometres*

[IMPLEMENTING AGENCY] hereby assures the Service Provider that the Operating Plan will be formulated so as to ensure that the average number of Bus Kilometres travelled by Buses that comprise the Fleet, in a continuous period of twelve calendar months, commencing from commencement of operations and then onwards on an annual basis, will be no fewer than **seventy two thousand (72,000) Kilometres** per bus ("Annual Assured Bus Kilometres").

In the event that the Operating Plan and the frequency of bus trips on the Routes are not formulated in a manner so as to enable each Bus that is part of the Fleet, on average, to achieve the Annual Assured Bus Kilometres, [IMPLEMENTING AGENCY] will pay the Service Provider, in addition to the payments made for bus operations based on invoices presented by the Service Provider, an amount ("Annual Assured Payment"), determined as follows:

$$[\text{Annual Assured Payment}] = 0.65 * (T_{min} - T_{act}) * R$$

where

- T_{min} is 72,000 km multiplied by the size of the fleet.
- T_{act} is the actual Bus Kilometres operated by all buses comprising the Fleet during the relevant period of 12 calendar months.
- R is the Applicable Kilometre Charge for the payment period.

The determination of whether an Annual Assured Payment is due will be done at the end of a period of twelve consecutive calendar months. [IMPLEMENTING AGENCY] will provide the Service Provider with a notice of the calculation with the supporting data (the kilometres travelled by each of the Buses comprising the Fleet). It should be noted that the Annual Assured Payment will not be payable for any shortfall in Fleet Kilometres that arises due to:

- Default of the Service Provider under this Agreement
- Non-availability of Buses for reasons attributable to maintenance or collisions

- Breach of law by the Service Provider
- Occurrence of a Force Majeure Event

If any Annual Assured Payment is determined to be payable, then such amount shall be paid on a pro-rata basis on the payments that are made over the immediately following three (3) months.

If the Service Provider exceeds the Annual Assured Bus Kilometres, then the charge applicable for the additional Bus Kilometres above the Annual Assured Bus Kilometres shall be calculated as:

$$[\text{Additional Payment}] = 0.85 * (T_{act} - T_{min}) * R$$

Where

- [KM-period] is the number of Bus Kilometres operated by Fleet as part of the Operating Plan during the relevant Payment Period.
- *R* is the Applicable Kilometre Charge for the payment period.

8.5.4 Fines and deductions

Fines shall be applied by [IMPLEMENTING AGENCY] on the Service Provider for various parameters defined in Annex B. Fines shall be quantified as equivalent Bus Kilometres (“KM-Fined”), calculated a sum total of all the fines imposed due to deficiency in service by the Service Provider in any given Payment Period.

For the purpose of payment, [KM-Fined] shall be deducted from [KM-Period] for the respective Payment Period to arrive at the total kilometres that shall be paid at the Applicable Kilometre Charge, *R*. The deduction for fines (“D-fines”) shall be calculated as:

$$[\text{D-Fines}] = r \times [\text{KM-Fined}]$$

Where

- [KM-Fined] is the sum of all fines, in equivalent Bus Kilometres, as defined in Annex B.
- *R* is the Applicable Kilometre Charge for the payment period.

This deemed amount due to [IMPLEMENTING AGENCY] will be deducted from the Payment made for any given Payment Period to the Operator. The total fines applied in any Payment Period shall be limited to 10 per cent of the average payment made in the previous three (3) Payment Periods.

[IMPLEMENTING AGENCY] may add/delete/change/modify the parameters on which fines can be applied in consultation with Service Provider(s). At least 90 day prior notice shall be given to the Service Provider before such additional fines are applied. Fines levied shall be supported by reports of [IMPLEMENTING AGENCY] inspection staff and the [IMPLEMENTING AGENCY] Control Centre.

Damages due to negligent driving and collisions on the street shall be the liability of the Service Provider. Any fines levied by traffic police or any competent authority will be borne directly by the Service Provider. [IMPLEMENTING AGENCY] claims no liability for such infractions. Further, [IMPLEMENTING AGENCY] retains the right to apply additional fines for passenger discomfort and due to delay in system operations.

8.5.5 Incentives

The Service Provider will receive a Bonus Payment if, for each Payment Period during the appraisal year, the total fines applied are less than or equal to 3 per cent of the total payments made to the Service Provider. The Payment will be calculated as follows:

$$[\text{Bonus Payment}] = 0.03 * [\text{Total Payments}]$$

Where:

- [Total Payments] is the sum of previous payments to the Service Provider during the appraisal year.

8.5.6 Revision in Service Charge

The Kilometre Charge for any given payment period shall be called the Applicable Kilometre Charge and shall be revised:

- Each month, based on changes in fuel prices, and
- Each year, based on changes in the Wholesale Price Index.

The Applicable Kilometre Charge will be calculated as follows:

$$R = R_{base} + (R_{base} * 0.35 * (F - F_{base}) / F_{base}) + (R_{base} * 1.2 * 0.65 * (W - W_{base}) / W_{base})$$

Where

- R is Applicable Kilometre Charge for the payment period
- R_{base} is the Base Kilometre Charge
- F is the present price of fuel per unit
- F_{base} is the base year price of fuel per unit
- W is the present year Wholesale Price Index
- W_{base} is the base year Wholesale Price Index

8.5.7 Other payments

The Bus Service Provider shall be compensated for damages to bus where the liability is traced to [IMPLEMENTING AGENCY], such as damage to interior or exterior of bus due to advertisements. [IMPLEMENTING AGENCY] shall not be liable to make any other payments such as those arising from maintenance or operations of buses other than the payments described in this section.

Annex A. Bus specifications

The Bus design shall embody the following attributes:

- Excellent passenger comfort
- Ergonomically designed driver work area
- Ease of repair and maintenance
- Aesthetically designed interiors and exteriors
- Ease of boarding and alighting for all passengers, including persons with disabilities
- Minimal fuel consumption
- Low emissions

Detailed specifications for the buses are described below.

Engine

- The engine shall run on diesel. The engine will have adequate horsepower to obtain desired performance. The engine should have adequate horsepower not only to propel the bus but also to operate all other auxiliary devices fitted to the bus, including the GPS/GPRS vehicle location module, Driver to Control Centre communication module, Passenger Information System, and on-board ticket validators. As the bus is required for operation in city services, engines of adequate horsepower at lower RPM levels with a high torque over a larger RPM range shall be considered. Engine power should be more than 160 HP.
- The engine should be able to operate efficiently at ambient temperatures in the semi-arid zone prevailing in and around the city of [City]. Sufficient ventilation should be provided to the engine to avoid overheating.
- The engine and its accessories shall be easily replaceable. The engine mounting shall minimize transmission of vibrations to the bus structure. The engine foundation and mounting shall be so located as to facilitate easy replacement. Engine design shall be such that it shall not be overheated during normal operating conditions of vehicle. An arrangement for audio-visual signal shall be provided in the event of engine getting overheated. The bidder shall indicate the temperature at which the signal operates.
- The engine compartment shall be insulated to avoid transmission of heat and noise to saloon area. The passenger and engine compartments shall be separated by a firewall bulkhead(s) with fireproof materials, preferably of ceramic fibre with a minimum density of 128 kg per cubic metre.
- The engine should be suitably designed to operate optimally under peak summer heat and dust. Suitable lighting with a separate switch shall be provided for the engine compartment.
- Engine noise and emission levels must confirm to the Central Motor Vehicle Rules (CMVR)/AIS and any other Indian standards.
- For protection against fire risk in engine compartment, no flammable material or material liable to soak fuel, lubricant, or any combustible material shall be used in the engine compartment.

- Rear engine vehicles shall have an air intake location in a manner as to provide dust-free, restriction-free adequate quantity of air so as to avoid any operational problem of the engine.
- Exhaust gases and waste heat shall be discharged from the rear towards the left side. The entire exhaust system shall be adequately shielded to prevent heat damage to any bus component. The exhaust outlet shall be designed to minimize rain or water generated from high-pressure washing system from entering into the exhaust pipe and causing damage to the catalyst.
- The Service Provider shall take a guarantee from the Bus Manufacturer for Bus Body and Chassis for a minimum period of 3 years.
- Materials for construction of bus should be procured from reputed companies and test certificate of materials should be furnished.

Bus body

<i>Parameters</i>	<i>Specification</i>
Floor Height	Low floor bus: ≤ 400 mm (Minimum 50 per cent of total floor area)
	Semi-low floor bus: ≤ 650 mm (Minimum 70 per cent of the total floor area)
Length of bus	8,000 mm + 400 mm (midibus) / 12,000 + 400 mm (12 m bus)
Width of Bus	2,600 mm + 50 mm
Front Overhang	1,500 mm \pm 200 mm (midibus) / 2,200 mm \pm 300 mm (12 m bus)
Wheelbase	4,000 mm \pm 200 mm (midibus) / 6,000 mm \pm 400 mm (12 m bus)
First step	Maximum height from ground: 400 mm
Second step (semi-low floor bus only)	Maximum height from first step: 250 mm
Access for persons with disabilities	Low floor bus: Wheelchair ramp or equivalent device
	Semi-low floor bus: Wheelchair lift or equivalent device
	All buses: Space for at least one (1) wheelchair on-board
Passenger Compartment Internal vertical clearance	Minimum 1,900 mm
Door type	Double jack knife
Number of doors	Minimum 2
Door width	Minimum 1,200 mm per door
Door height	Minimum door height shall be 1900 mm
Door position	Doors shall not extend below the internal floor level of the bus
Door position when open	Door shall not open outwards and may extend a max of 150 mm outside the body of the bus.
Door action	Electro-pneumatically operated

Passenger safety system	System to ensure bus cannot move while doors are open
Emergency door	At least one emergency hatch shall be provided on the roof (midibus) / at least one emergency exit shall be provided on the opposite side of the service door (12 m bus).
Side windows	Sealed windows of Toughened glass of 4.8 to 5.3 mm thickness with light grey tint
Front windscreen	Laminated Safety Glass, plain, flat with curved corners with PVB film as per IS 2553 (Part-2) -1992 or latest. Single piece
Rear windscreen	Toughened glass as per Bus Code Single piece
Gangway	Minimum height clearance of 1,900 mm from roof grab rail Minimum width 550 mm
Number of seats	Minimum 22 (midibus) / Minimum 34 (12 m bus)
Seat dimensions	Minimum 400 mm by 400 mm
Seat pitch	Minimum 680 mm
Seat cover	Urban style PPLD/LDPE seats with no cushions for ease of washing
Seating/standing capacity	70 passengers (midibus) / 90 passengers (12 m bus)
Floor	Should be able to withstand load of over 100 passengers (@68kg per person) Should be easily washable with proper drainage Adequately sealed to prevent ingress of dust, gases, water 19mm thick Marine board conforming to BIS:710-1976 (or latest) & Fire Retardant as per BIS:5509-2000 (or IS 15061 :2002) Anti-skid type Silicon Grains material of minimum 3mm thickness meeting Indian/ International Standards.
Interior panelling (sides and roof)	PVC coated GI sheet as per National/International standards with vibration reduction and insulation
Front end	FRP or Sheet steel as per BIS 277
Rear end	FRP or Sheet steel as per BIS 277
Exterior skirt panel	Aluminium Sheets as per BIS 737
Exterior stretch panel / other panels	Steel Sheet Galvanized panel as per BIS 277
Roof insulation	Flame retardant PU or glass wool with Minimum Density of 40kg/m ³
Under frame and structure	Integral construction with the super structure fabricated using steel tubing (ERW– Rectangular / Square Sections) conforming to BIS 4923-1985 MIG welding at all joints. Designed to withstand transit loading conditions, including load of over 100 passengers for the life of bus >8years Proper anti rust treatment/coating.
Bumper	Front and rear Bumper shall be of MS

Paint / colour	PU Metallic paint. Colour to be chosen by [IMPLEMENTING AGENCY]
Driver's Seat	As per AIS 023
Dashboard	Ergonomically designed, Moulded FRP instrument panel
Rear view mirrors	Conforming to AIS 001 and AIS 002
Power steering	Required
Transmission	Automatic transmission
Suspension: rear	Weveller or air bellow suspension with shock absorbers
Suspension: front	Weveller or air bellow suspension with shock absorbers
Brakes	Anti-Squeal Air Brakes
Fire extinguisher	Required
Approach angle (min)	Minimum 8° (midibus) / Minimum 8.2° (12 m bus)
Departure angle (min)	Minimum 8° (midibus) / Minimum 9° (12 m bus)
Maximum floor slope	12.5 per cent
IT components	Housings for IT components must be integrated with the interior and exterior styling of the bus. Free-hanging holders and mounts are not acceptable. Provisions should be made for the front display, side display, rear display, internal display at front of bus, internal speaker(s), smart card validator(s) at doors, stop request buttons, IT hub, and GPS device
Wiring	Conduits for cabling

Air conditioning

- AC units shall derive power from the main engine. No slave/donkey engine shall be provided.
- AC unit must maintain a temperature inside the bus, which shall be in the range of 24 degrees Celsius as a minimum and 28 degrees Celsius as the maximum temperature permitted.
- The humidity inside the bus shall be a maximum of 65 per cent and a minimum of 35 per cent.
- Ducting for air conditioning shall be so placed such that there is even cooling along the entire length and width of the bus interior.

Pollution control

The Bus will meet Bharat Stage IV emissions standards.

Lifecycle

The drive train, suspension, body structure, steering assembly and other critical components of the Bus should last for at least 8 years.

Other

The bidder shall comply with all applicable Central, State and local laws (including Acts and Regulations). The Bus shall meet all applicable Central Motor Vehicles Rules (CMVR), safety norms, and emissions norms.

Annex B. Fines

Fines are calculated as the number of instances that the respective deficiency is observed on a bus.

<i>Deficiency/violation/infraction by Service Provider</i>	<i>Fine (km)</i>
Vehicle-related infractions: Applied per bus per day	
Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights at the time of bus operations	25
Dirty vehicle, inside or outside, at the time of start of first shift in the morning	25
Broken/damaged windows, fixed glass, front windshield or rear windshield	25
Fire extinguisher missing or beyond expiry date	25
Malfunctioning passenger door	25
Broken/loose/missing passenger seat	25
Loose handrails, roof grab rails and/or with Sharp edges	25
Visible dents on the bus exterior	25
Malfunctioning/broken light in the passenger compartment	25
Placing any decorative article/religious figure or symbol inside or outside the bus	25
Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Service Provider unless authorized by [IMPLEMENTING AGENCY]	25
Modification of the design or paintwork of the exterior or interior of the bus without the authorization of [IMPLEMENTING AGENCY]	50
Missing bus body panels on the exterior/interior of the bus	50
Damage to the vehicle location unit or fare collection and validation equipment installed by [IMPLEMENTING AGENCY] or its agents on the bus	200
Bus operations: Applied per infraction	
Delay of more than 20 min beyond the end of shift.	10
Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus	25
Driver not responding to more than 3 consecutive directions sent by [IMPLEMENTING AGENCY] Control Centre	25
Stopping at Bus Stop for longer than authorized by [IMPLEMENTING AGENCY]	25
Letting passengers access bus at locations other than Bus Station and Terminals or as designated by [IMPLEMENTING AGENCY]	25
Not stopping at Station designated as per Operating Plan unless authorized by [IMPLEMENTING AGENCY]	25

Stopping at Station not designated as per Operating Plan unless authorized by [IMPLEMENTING AGENCY]	25
Changing bus route without authorization of [IMPLEMENTING AGENCY]	25
Operating bus with defective/broken headlights, rear lights, brake lights, turning indicators, parking lights	25
Use of unauthorised electronic equipment such as radios or music players	25
Use of mobile phone by Driver while driving	25
Driver not wearing clean uniform as designed by [IMPLEMENTING AGENCY]	25
Misbehaviour by driver with [IMPLEMENTING AGENCY] officials	25
Drive above speed limit set by [IMPLEMENTING AGENCY]	25
Incorrect docking of Bus at a Bus Terminal platform more than 5 times in a day	25
Bus breakdown while in Service	50
Cause accident due to irresponsible driving	50
Driver in drunken state	100
Causing minor damage to Bus Station, Bus Terminal or other infrastructure	100
Abandoning bus during operating hours	200
Unauthorized driver driving bus	200
Collecting fare from passengers directly	200

Annex D. Format for eligibility

The Service Provider will also complete the following forms, including an indication of whether each of the stated categories is unable, meets or exceeds the requirements (outlined in Annex A). The form is to be submitted for each firm in case of consortium/joint venture.

Experience

<i>Time Period</i>	<i>City</i>	<i>System name</i>	<i>Number of vehicles owned</i>	<i>Number of vehicles operated</i>	<i>Average daily vehicle-km</i>	<i>Average daily ridership</i>
DD/MM/YY - DD/MM/YY	[City 1]					
DD/MM/YY - DD/MM/YY	[City 2]					
DD/MM/YY - DD/MM/YY	[City 3]					
	[etc.]					

Bus specifications

Applicants should furnish the required data for *each type* of vehicle that the applicant proposes to operate in [City]:

1. Vehicle characteristics
 - (a) Name of model and variants
 - (b) Number of axles and wheels
 - (c) Bus integral frame (overall drawing)
 - (d) Cross sectional view
 - (e) Position and arrangement of engine
 - (f) Bus length mm
 - (g) Bus width mm
 - (h) Bus height (unladen) mm
 - (i) Wheel base mm
 - (j) Wheel track mm
 - (i) Front
 - (ii) Rear
 - (k) Body overhang mm
 - (i) Front end
 - (ii) Rear end

2. Details of assemblies

- (a) Engine
- (b) Manual transmission / automatic transmission system with retarder
- (c) Front axle
- (d) Rear axle
- (e) Steering
- (f) Suspension system
- (g) Stabilizer bar
- (h) Details of brake system
- (i) Cooling system
- (j) Wheels and tyres
- (k) Others

3. Body

- (a) Type of body (as per bus code)
- (b) Comfort category (per NDX codes)
- (c) Drawings and photograph of the bus along with details of materials and its size, dimension and specifications
 - (i) Cross section view
 - (ii) Cross bearer position
 - (iii) Main stump / pillar position
 - (iv) Window bay position
 - (v) Right hand side structure
 - (vi) Left hand side structure
 - (vii) Rear end structure
 - (viii) Front end structure
 - (ix) Roof structure
 - (x) Floor structure
 - (xi) Front view
 - (xii) Rear view
 - (xiii) Right hand side view
 - (xiv) Left hand side view
 - (xv) Seating layout
 - (xvi) Passenger seat
- (d) 3D renderings showing buses with potential livery for [City]

- (e) Range of vehicle dimension (overall)
- (f) Material used for construction
 - (i) Structure material
 - (ii) Size of sections (proposed to be used)
- (g) Area for passenger (sq m) with number of passengers
 - (i) For seated passengers with number of seats and layout
 - (ii) For standing passengers
- (h) Maximum passenger capacity
- (i) Minimum ground clearance at axle
- (j) Minimum ground clearance with in the wheel base
- (k) Approach angle
- (l) Departure angle
- (m) Ramp-over angle

4. Weight

- (a) Vehicle kerb weight (kg)
 - (i) Front axle
 - (ii) Rear axle
 - (iii) Total
- (b) Gross vehicle weight (kg)
- (c) Maximum permissible weights (kg)
 - (i) Front axle
 - (ii) Rear axle
- (d) Max. Stable inclination
 - (i) Left
 - (ii) Right

5. Tyres

- (a) Arrangement of wheels
 - (i) Front
 - (ii) Rear
- (b) Inflation pressure - unladen
 - (i) Front
 - (ii) Rear
- (c) Inflation pressure - laden
 - (i) Front

- (ii) Rear
- 6. Body panels and flooring
 - (a) Outer panels
 - (i) Material
 - (ii) Thickness
 - (b) Inner panels
 - (i) Material
 - (ii) Thickness
 - (c) Roof panels
 - (i) Material
 - (ii) Thickness
 - (d) Flooring
 - (i) Material
 - (ii) Thickness
 - (e) Type of anti-skid coating and thickness
- 7. Service doors
 - (a) No. Of service doors
 - (b) Position and dimensions of service doors
 - (i) Left side
 - (ii) Right side
 - (c) Height
 - (d) Width
 - (e) Mechanism of power operated service door
 - (f) Position of control of service door
 - (g) Control circuit (schematic)
- 8. Handrails, handholds, stanchions and window guardrails
 - (a) Position (attach dimension layout)
 - (b) No. Of handholds
 - (c) Dimensions of handholds
 - (d) Type of anti-slip coating/ covering on stanchions and hand rails
 - (e) Details of stanchions
 - (f) Details of window guardrails.
- 9. Passenger seats
 - (a) Type of seats

- (b) Details of seat materials
- (c) Seat layout (drawings)
- (d) Seat width
- (e) Width of available space for one seating position
- (f) Height of backrest
- (g) Seat pitch
- (h) Seat base height
- (i) Torso angle
- (j) Seat base thickness
- (k) Seat back thickness
- (l) Clearance space for seated passengers facing partition
- (m) Free height over seating position

10. Bumper

- (a) Material
- (b) Size
 - (i) Front
 - (ii) Rear
- (c) External projection
- (d) Clearance between bumper and body

11. Towing devices

- (a) Type
- (b) Capacity

12. Rear view mirrors

- (a) Left, right and centre
- (b) Name of manufacturer
- (c) Type
- (d) Dimension and radius of curvature
- (e) Standard / standard mark

13. Internal lighting and illumination

- (a) Driver cab lighting with illumination intensity
- (b) Passenger compartment lighting with illumination intensity

14. Electrical circuits and components

- (a) Details of all electrical components including cables, fuses, alternator, relay, switches and other components along with circuit diagram.

15. Air conditioning unit

- (a) Manufacturer
- (b) Model no.
- (c) Cooling capacity
- (d) Refrigerant
- (e) AC unit mounting details
- (f) Ducting details
- (g) Air refresh cycles

Financial eligibility

<i>Financial year</i>	<i>Turnover during the last three financial years (attach audited annual report and chartered accountant certificate)</i>
Year 1	
Year 2	
Year 3	

Year 3 must be the most recent year for which an audited financial statement is available, and the three years must be consecutive.

Annex E. Format for financial bid

Service Charge (charge per Bus km operated) for operating the [City] Bus System	
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[Signature]

[Company stamp]

Annex F. Formats for Power of Attorney and Memorandum of Understanding for consortium

Power of Attorney

Dated this _____ day of _____ 2014

Know all persons by these present that We, _____ and _____ (hereinafter collectively referred to “the consortium / joint venture”) hereby appoint and authorize _____ as our attorney.

Whereas the [IMPLEMENTING AGENCY] (“[IMPLEMENTING AGENCY]”) has invited applications from interested parties for the [City] Bus System (hereinafter referred to as “the Project”),

Whereas the members of the consortium/joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project,

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to [IMPLEMENTING AGENCY], to follow up with [IMPLEMENTING AGENCY] and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____ 2014.

[Signature]

For and on behalf of

[Company]

[Signature]

For and on behalf of

[Company]

Memorandum of Understanding

Know all men by these present that we, _____ and _____ (herein after collectively referred to “the consortium / joint venture”) for execution of tender.

Whereas the [IMPLEMENTING AGENCY] has invited tenders from the interested parties for the [City] Bus System.

Whereas the members of the consortium / joint venture are interested in bidding for the work of _____ in accordance with the terms and conditions of the RFP/tender.

This Consortium / Joint Venture agreement is executed to undertake the work and role and responsibility of the firms as _____.

And whereas it is necessary under the conditions of the RFP/tender for the members of the consortium / joint venture to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender. _____ is the Lead Member of the Consortium.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____.

[Signature]

By the with named _____ through its duly constituted attorneys in the presence of _____.

[Signature]

By the with named _____ through its duly constituted attorneys in the presence of _____.

Notes

For the purposes of Memorandum of Understanding and Power of Attorney:

- The agreements are to be executed by the all members in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annex G. Format for undertaking

It is certified that the information furnished in this Technical Bid, Qualification Bid and as per the document(s) submitted therewith is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and agree to be liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2014

[Signature]

[Company stamp]

[Name] in the capacity of _____, duly authorized to sign bids for and on behalf of _____.

Annex H. Format for Performance Guarantee

[On bank's letterhead with stamp]

To

[IMPLEMENTING AGENCY]

Address/city

Know all persons by these present that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto the **[IMPLEMENTING AGENCY]** (hereinafter called "the Owner") in the sum of Rs. _____ lakhs (Rupees _____ lakhs only) for which payment will be made to the said Owner, the Bank binds itself, its successors and assigns by these present. Whereas a Letter of Acceptance No. _____ dated _____ has been issued by the Owner to _____ [Name of Service Provider] (Hereinafter called "the Service Provider") for execution of the **[IMPLEMENTING AGENCY]** Bus System, and whereas the Service Provider is required to furnish a Bank Guarantee for the sum of Rs. _____ lakhs (Rupees _____ lakhs only) towards the Performance Guarantee for the said **[City]** Bus System, and whereas _____ [Name of Bank] has, at the request of the Service Provider, agreed to give this guarantee as hereinafter contained without demur, we agree as follows:

- That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Service Provider.
- That any account settled between the Owner and the Service Provider shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- That this guarantee commences from the date hereof and shall remain in force for a period of 7 (seven) years and 90 days.
- That the expression 'the Service Provider' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

The Conditions on this obligation are:

- If the Service Provider fails or refuses to enter into the Service Provider Agreement within the time limit specified in the Letter of Acceptance.
- If the Service Provider fails to perform its obligations under the Service Provider Agreement to be entered into between the **[IMPLEMENTING AGENCY]** and the Service Provider pursuant to issuance of Letter of Acceptance by **[IMPLEMENTING AGENCY]** to Service Provider.

We undertake to immediately pay to the Owner in Public the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner notes that the amount claimed due to him owing to the occurrence of one or more of the conditions mentioned above and specifies the occurred condition or conditions.

[Signature of witness]

[Name of the witness]

[Address of the witness]

[Signature of the authorized officials of the bank]

[Name of the official]

[Name of the bank]

[Stamp of the bank]